



State of New Jersey
DEPARTMENT OF CORRECTIONS
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Governor

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Commissioner

**NOTICE OF INTENT
REQUEST FOR PROPOSALS (RFP)
RESIDENTIAL COMMUNITY RELEASE AGREEMENT PROGRAMS
March 8, 2004**

The New Jersey Department of Corrections (NJDOC) is requesting proposals from pre-qualified bidders to provide and operate performance-based residential community release agreement programs (RCRP) for adult male and female inmates under the terms and conditions set forth in our Request for Proposal (RFP).

Three-year contract terms, with the possibility of extending up to a maximum of six years, shall be awarded contingent upon availability of funds to the NJDOC and annual certification of the contractor's program. A total of 2,129 beds shall be offered (plus or minus based upon the cost proposals received).

All potential bidders must attend a mandatory pre-bidders conference, which has been scheduled at 10:00 a.m. on Thursday, March 11, 2004. It will be held in the Harris Building auditorium at the New Jersey Department of Corrections' Administrative Offices in West Trenton. **Failure to attend will result in your automatic disqualification from further participation in the RFP process.**

Our RFP may be downloaded from our web site www.state.nj.us/corrections/aboutus.html. The RFP is performance-based and, unless otherwise specified in the Statement of Work or by the NJDOC, Contractors will be required to perform in accordance with the American Correctional Association's (ACA) Performance-Based Standards for Adult Community Residential Services (fourth edition), which you must purchase directly from them.

**STATE OF NEW JERSEY
DEPARTMENT OF CORRECTIONS**



**DIVISION OF
PROGRAMS AND COMMUNITY SERVICES
OFFICE OF COMMUNITY PROGRAMS**

Request for Proposals

Residential Community Release Agreement Programs

Assessment and Treatment Centers

***Special Needs [Mentally Ill And Chemically Addicted (MICA),
Human Immune Deficiency Virus (HIV)]***

Substance Use Disorder

Work Release

Devon Brown, Commissioner
Carrie Johnson, Assistant Commissioner
Anthony C. Falcone, Director

March 8, 2004

Proposal Submission deadline: Friday, April 23, 2004

Request for Proposal
Residential Community Release Agreement Programs

Table of Contents

Section I – Request for Proposal

1.0	Purpose and Intent.....	1
2.0	Background	2
3.0	Program Description	4
4.0	Statement of Need	4
4.1	Number of Program Beds	4
4.2	Budgeted Program Funds	5
4.3	Length of Program Participation	5
4.4	Program Start-Up	5
4.5	Facility Location	5
5.0	Performance-Based Contracts	6
5.1	Outcome Measurement	7
6.0	Proposal Preparation and Submission Instructions.....	9
6.1	General	9
6.2	Bid Response Requirements	9
6.3	RFP Conditions	10
6.4	Proposal Delivery and Identification	12
6.5	Bid Response Proposal Submission	12
6.6	Multiple Proposals	13
6.7	Proposal Format and Content	13
6.8	Inquiries	16
6.9	Pre-Bidders Conference	17
6.10	Bid Response Submission Deadline	17
6.11	Bidders' Consideration	17
7.0	Proposal Evaluation and Contract Awards	18
7.1	Proposal Evaluation Criteria	18
7.2	Contract Award	19
	Form A Bidder's Proposed Per Diem Budget.....	20
	Form B Bidder's Staffing Proposal	21

Section II – Statement of Work

1.0	Performance Requirements	22
1.2	General Administration	22
1.2	ACA Accreditation	22

2.0	Quality Control Plan	23
3.0	Governing Authority.....	24
3.1	Community Advisory Board	24
4.0	Facility Physical Plant and Operational Requirements.....	24
4.1	Ownership.....	24
4.2	Licensure	24
4.3	Standards.....	24
4.4	Contractor's Failure to Repair	25
4.5	Utilities and Taxes	25
4.6	Sounding Devices	25
4.7	Smoke-Free Environment	25
4.8	Parking	25
4.9	Central Control Room	26
4.10	Secured Holding Area	26
4.11	Facility Back-up Generators.....	26
5.0	Staffing.....	26
5.1	Appointment of Facility Program Director.....	26
5.2	Substitution of Personnel or Subcontractor	26
5.3	Food Supervisor/Cook	27
5.4	Staffing Pattern	27
5.5	Volunteer Services	28
5.6	Employee Criminal Record Screening	28
5.7	Identification Badges for Contractors' Employees/Volunteers.....	28
5.8	Notification of Change, New Hires and Separations.....	29
5.9	Notification of Staff/Resident Incidents/Violations.....	29
5.10	Vacant Positions	29
5.11	Employee Conduct.....	29
6.0	Program Operations.....	29
6.1	Program Assignments	29
6.2	Transporting Offenders to the Program	29
6.3	Forwarding Inmate Documents to the Contractor	30
6.4	Admission Notification to Law Enforcement	30
6.5	Intake, Orientation and Admission Process	30
6.6	Components of Screening and Assessment.....	30
6.7	Treatment Continuum of Care	31
6.8	Substance Use Disorder Counseling and Supportive Services.....	31
6.9	Emergency and Non-Emergency Medical, Dental and Mental Health Services for the Assessment and Treatment Centers.....	31
6.10	Emergency and Non-Emergency Medical, Dental, Mental Health and Pharmaceutical Services for all other programs.....	32

Section II - Statement of Work Continued

6.11	Medication	32
6.12	Resident Identification Cards	32
6.13	Daily Resident Count	32
6.14	Sign Out/In Procedures	32

6.15	Progress Reports	33
6.16	Transportation Services	33
6.17	Discharge/Aftercare Plan	33
7.0	Resident Information.....	33
7.1	Ombudsman's Office	33
7.2	Resident Labor	33
7.3	Resident Financial Information	
A.	Resident Wage Record Retention	34
B.	Maintenance Fees	34
C.	Fines, Penalties or Restitution	34
D.	Banking/Credit	34
E.	Medical Co-Pay	35
7.4	Resident Employment and/or Education Information	
A.	Approval of Resident Employment Sites	35
B.	Employment Notification to Local Law Enforcement.....	35
C.	Monitoring Employment and/or Education Sites	35
D.	Unauthorized Employment	36
E.	Union or Labor Strike	36
F.	Resident Use of Electronic Communication Devices	36
7.5	Visitation	36
7.6	Bedside, Private Viewing and Funeral Visits	36
7.7	Correspondence	37
7.8	Telephone	37
7.9	Personal Property	37
7.10	Critical Illness/Death Notification of Next of Kin	37
7.11	Marriage	37
7.12	Clothing and Shoes	37
7.13	Resident Use of Motor Vehicle	37
7.14	Resident Furloughs.....	38
7.15	Resident (Inmate) Prohibited Acts.....	38
7.16	Disciplinary and Non-Disciplinary Returns	38
A.	Disciplinary Transfer	38
B.	Major Infractions	38
C.	Non-Disciplinary Administrative Returns	38
D.	Writing Disciplinary Charges	38
7.17	Resident Escapes	38
8.0	Contractor's Administrative Responsibilities.....	39
8.1	Policies and Procedures.....	39
8.2	Facility and Resident Searches.....	39

Section II - Statement of Work Continued

8.3	Contraband and Disposition of Contraband.....	39
8.4	Facility and Grounds Security	39
8.5	Hostage Policies and Procedures.....	39
8.6	Facility Staff's Use of Physical Force and Restraints.....	40
8.7	Disturbance Control Plan.....	40
8.8	Program Reports/Forms	40
8.9	Contractor's Records	40

8.10	Media Contact Protocol	40
8.11	Conflict of Interest Policy - Contract Agency	41
8.12	Research Projects	41
8.13	Future Legislative Mandates or Court Orders	41
8.14	Liaison with Local District Parole Office	41
9.0	Quality Assurance (Surveillance).....	41
9.1	Compliance, Monitoring and Corrective Action Provision.....	42
9.2	Specific Facility Searches	42

Section III - Contract Requirements

1.0	Standard Terms and Conditions.....	43
1.1	Independent Contractor.....	43
1.2	Corporate Status Verification	43
1.3	Background Checks.....	43
1.4	Obligation of Placement of Participants	43
1.5	Liquidated Damages	44
1.6	Temporary Non-Performance.....	45
1.7	Licenses and Permits	45
1.8	Cost Liability	45
1.9	Ownership of Material.....	46
2.0	Special Terms and Conditions.....	46
2.1	Compensation	46
2.2	Contract Extension (Award Terms).....	46
2.3	Contract Continuity/Transitional Period.....	47
2.4	Amendments.....	47
2.5	Special Projects/Additional Work.....	47
2.6	State of New Jersey's Option to Reduce Scope of Work.....	48
3.0	Primary Contractor's Responsibilities.....	48
3.1	General.....	48
3.2	Insurance.....	49

Section III - Contract Requirements Continued

4.0	Financial Management.....	50
4.1	Audit Requirements.....	50
4.2	Audit Rules and Regulations.....	51
4.3	Additional Audit Requirements.....	52
4.4	Certification of Adequacy of Accounting System.....	53
4.5	Books and Records Retention.....	53
5.0	Termination of Contract.....	54
5.1	Right to Terminate for Cause.....	54
5.2	Notification of Termination by the NJDOC.....	54
5.3	Termination Due to Unavailability of Funds.....	54
5.4	Notification of Termination by the Contractor.....	55
5.5	Termination for Contractor Bankruptcy.....	55

5.6	Termination for Contractor Merger or Acquisition.....	55
5.7	Contractor’s Obligations Upon Contract Termination.....	55
5.8	Effect of Termination.....	56
Definitions.....		vi- xi
List of Exhibits		xi-xii

DEFINITIONS:

The following words and terms, when used in this RFP, shall have the following meanings, unless the context clearly indicates otherwise:

"A-304 inmate" means an inmate (resident) that is ineligible, pursuant to Public Law 1993, Chapter 153, for unsupervised/unescorted activities outside of the facility except for employment, education or vocational programs, drug and alcohol treatment meetings, religious activities or community service. Offenders who have a current conviction for any of the following crimes are referred to as "A-304 inmates": murder, manslaughter, aggravated assault, kidnapping, sexual assault, or robbery

"ACA" means the American Correctional Association

"ACA Standards" means the American Correctional Association's *Performance-Based Standards for Adult Community Residential Services* (fourth edition)

"Accountability staff" means the Program Facility Director, Assistant Program Facility Director and Case Managers

"ASI" means the Addiction Severity Index assessment tool designed to provide important information about aspects of a patient's life, which may contribute to his or her substance abuse syndrome, as developed by the Treatment Research Institute, One Commerce Square, Suite 1120, 2005 Market Street, Philadelphia, PA 19103

"Bidder" means a qualified, not-for-profit company that submits a proposal in response to the NJ Department of Corrections' Request for Proposal

"BOCA" means the model code of the Building Officials and Code Administrators International Inc.

"Business day(s)" means any single or consecutive days during which most businesses operate, Monday through Friday, excluding weekends and legal holidays

"Calendar day(s)" means any single day or consecutive days, January 1 through December 31

"Casework" means the function of the caseworker, social worker, or other professional in providing social services, such as counseling, to individuals in custody

"Central Communications Unit" means the centralized communication center within the NJDOC that coordinates certain functions of the NJDOC on a 24 hour, seven day a week basis.

"Central control room" means a very secure, self-contained room designed to maintain the security of the facility. Policies governing the design, staffing, and accessibility of the central control room ensure that it cannot be commandeered by unauthorized persons.

"Clinical record" means all records in the facility that pertain to the resident's care

"Commissioner" means the Commissioner of the New Jersey Department of Corrections, unless otherwise specified, i.e. Commissioner of the New Jersey Department of Health

"Community resources" means human services agencies, service clubs, citizen interest groups, self-help groups, and individual citizen volunteers that offer services, facilities, or

other functions that can meet the needs of the facility or have the potential to assist residents. These various resources, which may be public or private, national, or local, may assist with material and financial support, guidance, counseling, and supportive services.

“Contraband” means any item, article or material found in the possession of or under the control of a resident, that is not authorized for retention or receipt; and/or any article that may be harmful or presents a threat to the security and orderly operation of a facility

“Contract Compliance Auditor” means a person or persons appointed and paid by the State who will be the official liaison between the State and the Contractor on matters pertaining to the operation and management of the facility

"Counseling" means planned use of interpersonal relationships to promote social adjustment. Counseling programs provide opportunities to express feelings verbally with the goal of resolving the individual's problems. At least three types of counseling may be provided: individual, a one-to-one relationship; small group counseling; and large group counseling.

“Court Orders” means any orders, judgements or opinions issued by a court of competent jurisdiction or any stipulations, agreements or plans entered into in connection with litigation that governs the operation, management or maintenance of the facility or relates to the care and custody of residents of the facility, whether currently existing or as may be rendered in the future

“CRAF” means the NJDOC’s Central Reception and Assignment Facility in Trenton

“Daily count/census” means the number of residents residing in the facility on any given day

“DCA” means the New Jersey Department of Community Affairs

“Department” means the New Jersey Department of Corrections

“Didactic session” means a structured treatment intervention designed to instruct or teach residents about topics related to their substance abuse treatment

“Discharge plan” means a written plan initiated at the time of the resident’s admission, and added to during the course of the resident’s treatment, which addresses the needs of the resident after discharge

“DHSS” means the New Jersey Department of Health and Senior Services

"Education program" means a program of formal academic education or a vocational training activity designed to improve employment capability

"Emergency medical, dental or mental health care" means an acute illness or unexpected health care need that cannot be deferred until the next scheduled sick call. Emergency care shall be provided to the resident population by a medical director, physician, or other qualified/certified staff, local ambulance services, and/or outside hospital emergency rooms. This care shall be expedited by following specific written procedures for medical emergencies described in the ACA standards and NJDOC policies and procedures

“Facility” means a place, building (or part thereof), set of buildings, or area (whether or not enclosing a building or set of buildings) that is used for the lawful custody and/or treatment of residents. It is owned

and/or operated by a not-for-profit agency and includes the staff and services as well as the buildings and grounds.

“Family” means immediate (spouse, parent, stepparent, legal guardian, grandparent, child or sibling) kindred, legally authorized representative, executor, or an individual granted a power of attorney. The term may also be expanded to include those persons having a commitment and/or personal significance to the resident, provided that the primary legal rights of the immediate next of kin, legally authorized representative, executor, or an individual granted a power of attorney, have been satisfied.

“Governing Authority” means the organization, person, or persons designated to assume legal responsibility for the management, operation, and financial viability of the facility

“Halfway house” means a work release residential community release facility in which treatment primarily is designed to assist residents in adjusting to conventional patterns of living, engaging in occupational training, obtaining gainful employment and independent self-monitoring

“High intensity” means the provision of a highly structured recovery environment combined with a high intensity of professional clinical services to support and promote recovery. These programs are designed to address significant living skills problems. The programs can be characterized by the reliance on the community as a therapeutic agent introducing and enforcing appropriate social values and behaviors and by the focus on reintegration in the greater community with particular emphasis on employment and education. The resident’s activities are prescribed 24 hours a day until the resident demonstrates specified treatment gains.

“Inmate” means any offender sentenced to the NJDOC who is deemed eligible to participate in a less restrictive, community-based facility (*per N.J.S.A. 30:1B-6 Powers and duties of commissioner, paragraph m.*)

“Low intensity” means treatment that is specific to applying recovery skills, preventing relapse, promoting employment skills, education and family life. Mutual/self-help meetings are usually available on site. An example of this level of care includes a facility appropriate for residents that require time and structure to practice and successfully integrate their recovery skills.

“Man day” means each night a bed is occupied by a resident

“Medical Co-Payment” means the fee paid by inmates for medical, dental, emergency and optometry services in accordance with N.J.A.C. 10A:16-1.5

“Medication” means a substance so defined by the New Jersey State Board of Pharmacy rules, as set forth in N.J.A.C. 13:39

“Medication dispensing” means a procedure for the proper selection, measuring and issuance of a medication to a resident

“Medium intensity” means provision of a structured recovery environment combined with a medium intensity of professional clinical services to support and promote recovery. Interpersonal and group skills are generally promoted through community meetings involving residents and staff.

“Multidisciplinary team” means those persons, representing different professions, disciplines, and service areas, who ensure residents receive treatment, rehabilitation, guidance and services through team-making decisions

"Needs assessment" means an evaluation of the offender's status in a series of problem areas: social, emotional, physical, mental, substance abuse and educational/vocational. The results are used to determine program and work assignments.

"N.J.A.C." means the New Jersey Administrative Code

"NJDOC" means the New Jersey Department of Corrections

"N.J.S.A." means the New Jersey Statutes Annotated

"Offender" means any offender sentenced to the NJDOC who is deemed eligible to participate in a less restrictive, community-based facility (*per N.J.S.A. 30:1B-6 Powers and duties of commissioner, paragraph m.*)

"OPRA" means the Open Public Records Act at N.J.S.A. 17:1A-1 et seq. and N.J.A.C. 10A:22

"Parole Board" means the New Jersey State Parole Board

"Per diem rate" means the daily charge to the funding source for services rendered by the facility for residents

"Pre-Bid Conference" means a structured and formal gathering for the State of New Jersey to respond to Bidders' questions, as well as to clarify the contents of the RFP.

"Progress note" means a written, signed, and dated notation by a member of the multidisciplinary team summarizing facts about care and the patient's response during a given period of time

"RCRP" means a residential community release program

"Regional institution" means the correctional facility designated to provide support services to a residential community program, such as, but not limited to, medical, security, administration, disciplinary returns and parole hearing scheduling.

"Resident" means any offender sentenced to the NJDOC who is deemed eligible to participate in a less restrictive, community-based facility (*per N.J.S.A. 30:1B-6 Powers and duties of commissioner, paragraph m.*)

"Residential community release program" (hereinafter referred to as RCRP) means the community assessment and treatment centers, halfway houses (work release) or substance use disorder treatment programs under contract with the New Jersey Department of Corrections.

"Risk assessment" means a process of estimating an individual's likelihood of continued involvement in criminal behavior based upon an objective evaluation of the individual's risk.

"Self-administration" means a procedure in which any medication is taken orally, injected, inserted, or topically or otherwise administered by a resident to him/herself

"Special needs inmate" means an inmate whose mental and/or physical condition requires special handling and treatment by staff. Special needs inmates include, but are not limited to, drug or alcohol addicts or

abusers, the emotionally disturbed, mentally retarded, suspected mentally ill, physically handicapped, chronically ill, and the disabled or infirm.

“SPB” means the New Jersey State Parole Board

“State” means any State agency of New Jersey

“Substance use disorder” means a maladaptive pattern of substance use manifested by recurrent and significant adverse consequences related to the repeated use of substances

“Supervision” (direct) means supervision provided on the premises within view

"Transition Team" means those persons (i.e., case manager, parole officer, employment counselor) representing different professions, disciplines, and service areas, who work together to provide care to residents, as well as to prepare them for reintegration into the community

“Treatment plan” means a series of written statements that specify the particular course of therapy and the roles of medical and non-medical personnel in carrying it out. A treatment plan is individualized, based on assessment of the individual inmate's needs, and includes a statement of the short- and long-term goals and the methods by which the goals will be pursued. When clinically indicated, the treatment plan provides inmates with access to a range of supportive and rehabilitative services, for example, individual or group counseling and/or self-help groups that the appropriate staff/multidisciplinary team deems appropriate.

“Volunteer” means an individual who donates his or her time and effort to enhance the activities and programs of the agency. They are selected on the basis of their skills or personal qualities to provide services in recreation, counseling, education, religion, and so forth.

"Work release" means a formal arrangement sanctioned by law whereby an inmate/resident is released into the community to maintain approved and regular employment

EXHIBITS:

- A. Directions to the NJDOC Administrative Offices in West Trenton
- B. N.J.A.C. 10A:17-3.1 and 3.2 Volunteers
N.J.A.C. 10A:72-9.3 and 9.4
- C. N.J.A.C. 10A:20 Community Release Programs
- D. N.J.A.C. 10A:3-5.10 and 11 Testing for Prohibited Substances
NJDOC Policy No. 3.510 Prohibited Substance Testing of Inmates
Form 172- I Continuity of Evidence – Urine Specimen
Form 172-II Continuity of Evidence – On-site Urine Specimen Testing
- E. NJDOC Mandates for emergency and non-emergency medical, dental, mental health and pharmaceutical services in the Assessment and Treatment Centers
- F. NJDOC Standard 689 Institutional Services to Residential Community Release Programs
- G. N.J.A.C. 10A:16-1.5 Medical Co-Payment
- H. NJDOC Policy PCS.001.001 Inmate Accountability in Residential Community Release Agreement Programs
NJDOC Policy PCS.001.002 Use of Electronic Communication Devices
N.J.A.C. 10A:4-3.1 Inmate Rights and Responsibilities
N.J.A.C. 10A:4-41 Prohibited Acts with copy of Commissioner's 2/9/04 memo, (English & Spanish)
Form 259 Disciplinary Report
Form CA:44.2a Escape Report
Form CA:44.2b Disciplinary/Administrative Discharge Summary
- I. N.J.A.C. 10A:18-6 Visits
N.J.A.C. 10A:18-7 Bedside, Private Viewing and Funeral Visits
N.J.A.C. 10A:18-2 Correspondence
N.J.A.C. 10A:18.8 Telephone
- J. N.J.A.C. 10A:16-7 Critical Illness or Death of Inmates
- K. N.J.A.C. 10A:17-7 Inmate Marriage
- L. NJDOC Standard 684 Furlough Program and NJDOC policy and procedure
- M. N.J.A.C. 10A:3-5.1-6 and 5.9 Search of Inmates and Facilities
N.J.A.C. 10A:3.6 Contraband and Disposition of Contraband
Form 171- I Seizure of Contraband Report
Form 171-II Inmate Receipt, Contraband Seizure
Form 171-III Inmate Receipt, Contraband Seizure in Spanish
- N. N.J.A.C. 10A:22 Records
- O. N.J.A.C. 10A:1-10 Research

P. NJDOC Contract Monitoring/Quality Assurance Methodology (Surveillance)

SECTION I

STATE OF NEW JERSEY DEPARTMENT OF CORRECTIONS **Request for Proposal** **Residential Community Release Agreement Programs**

General Information

1.0 Purpose and Intent

The New Jersey Department of Corrections (NJDOC) is requesting bids from qualified Contractors to provide and operate performance-based Residential Community Release Programs (RCRP) for inmates in appropriately licensed facilities under the terms and conditions outlined in this Request for Proposal (RFP).

Pursuant to N.J.S.A. 30:4-91.2, Contractors must be non-profit corporations or associations. The NJDOC will award minimum three-year contract terms with the possibility of extending to a maximum of six years, contingent upon annual re-certification of each Contractor's program by the NJDOC and subject to the availability of funding.

The NJDOC requests the Contractors to provide bed space within the guidelines specified in Section I, 4.0 Statement of Need.

Specifically, the Contractors shall be required to:

- A.** Meet all codes, laws, rules, regulations, and standards related to the operation of facilities for the provision of residential community release program services to inmates as required by federal, state and local governing bodies, the American Correctional Association's (ACA) Performance-Based Standards for Adult Community Residential Services (Fourth Edition* and any future revisions and supplements), and the NJDOC's Statement of Work as included in this Request for Proposal (RFP).
- B.** Maintain the quality of services to ensure that the appropriate treatment needs of offenders are being met.
- C.** Respond immediately, as specified within the time frames stated in this RFP, to the written and/or oral instructions of the Office of Community Programs within the NJDOC's Division of Programs and Community Services.

*This publication may be ordered from:

American Correctional Association
4380 Forbes Boulevard
Lanham, MD 20706-4322
1-800-222-5646, ext. 1860

2.0 Background

The NJDOC was created in 1976 as a result of legislation that re-organized the former Department of Institutions and Agencies into two separate agencies, the Department of Human Services and the NJDOC. The NJDOC is responsible for the care, custody, and confinement of adult offenders sentenced to terms of one year or more under its jurisdiction. These responsibilities are reflected in the following:

A. Vision Statement

The NJDOC strives to become the most progressive and proactive correctional system in the nation, employing custody and civilian staff for whom training is professional and ongoing, and which includes use of the most modern methodologies and correctional practices. State-of-the-art technology, coupled with intelligent business practices, innovative programming and a professionally trained workforce are critical values in meeting our commitment to serve the public and the offenders for whom we are responsible.

B. Mission Statement

The mission of the NJDOC is to ensure that all persons committed to state correctional institutions are confined to a level of custody necessary to protect the public and that they are provided with care, discipline, training and treatment to prepare them for reintegration into the community.

C. Goals

1. Enhance Public Safety and Protect the Community

To ensure that all offenders assigned to residential community release programs are supervised at a level necessary to protect the public and enhance safety at an appropriate cost.

2. Control Costs and Improve Productivity and Operational Efficiency

To review existing staffing patterns, operational procedures and departmental policies in order to develop recommendations which will ensure that basic services are provided in the most efficient, productive and cost-effective manner.

3. Expand Treatment and Rehabilitation Services

To encourage expansion and enhancement of treatment services through community programs under the jurisdiction of the Department using a comprehensive "continuum of care" model that incorporates a zero-tolerance drug policy and use of graduated sanctions for offenders that relapse while in the community.

4. Expand Community Programs and Reintegration Services

State of New Jersey Department of Corrections
Request for Proposals
Residential Community Release Programs

To develop an array of community-based facilities and programs for offenders that can benefit from such programs and be safely maintained in less costly reduced security facilities or community programs that can facilitate their reentry and reintegration into society.

5. Improve Academic and Vocational Programs

To expand and improve academic and vocational programs offered in community programs to ensure that offenders are afforded basic educational opportunities consistent with their academic abilities and needs and to hold them accountable for improvement and successful completion of basic academic/vocational programs.

6. Expand Inmate Work Opportunities

To expand work opportunities for able-bodied inmates to 35-40 hours per week in order to instill an enhanced work ethic that mirrors the workplace/life in the community.

7. Develop an Effective, Professional and Fully-Trained Workforce

To improve and enhance the processes for recruiting, selecting, training, and enhancing the skills, abilities and professionalism of all staff.

8. Invest In and Utilize Technology and Modern Management Information Systems to Improve the Delivery of Services

To encourage, enhance and improve development of new technologies and information systems to increase efficiency and productivity, to reduce operating costs and to otherwise meet the community program's business needs.

9. Evaluate and Measure Program and System Effectiveness

To develop a performance-based evaluation process that will objectively assess and evaluate community programs and operations, including the preparation of recidivism reports and outcome studies that provide quantifiable data on program effectiveness.

Pursuant to N.J.S.A. 30:4-91.2, the Commissioner or his duly authorized agent may designate as a place of confinement any available, suitable, and appropriate institution or facility, whether owned by the State or otherwise, and may at any time transfer a person from one place of confinement to another. The word "facility" shall include private nonprofit community-based residential treatment centers that provide for the care, custody, subsistence, education, training and welfare of inmates. Any such private nonprofit community-based residential treatment center must be certified annually by the Commissioner as a secure and appropriately supervised place of confinement.

Presently, the NJDOC contracts with ten non-profit providers that operate 22 residential community release facilities throughout the state. These facilities vary in size from three to 500 beds with a combined capacity of 2,700 beds. In addition, several of these contract facilities provide services to inmates with special needs (e.g., HIV-AIDS, females, Spanish-speaking)

State of New Jersey Department of Corrections
Request for Proposals
Residential Community Release Programs

3.0 Program Description

Generally, the performance-based Residential Community Release Agreement Programs will provide a highly supervised environment that will concentrate on the areas of the offenders' highest needs.

Program services will be tailored to meet the special needs of offenders although it is anticipated that substance use disorder treatment, job readiness skills, employment counseling, education and vocational programs will be primary components of the inmate's treatment plan. Services shall also address cognitive and life skills development, anger and aggression management, reestablishment of family, parenting skills, a thorough review of parenting issues/concerns and referral to the appropriate resource, future housing, a connection to a One-Stop Career Center (and the offender liaison), and any other areas where offenders are having difficulties adhering to a crime-free lifestyle.

4.0 Statement of Need

In order to more effectively transition offenders back into the community, the NJDOC will contract for 2,129 beds for male and female inmates that are within 18 months of a parole eligibility date, have satisfactory institutional adjustment records and have been deemed by the NJDOC to be appropriate for participation in a residential community release program. This continuum of care will include comprehensive risk and needs assessment, residential community-based programming, and aftercare treatment planning with parole supervision.

4.1 Number of Program Beds

For purposes of this RFP, the breakdown of program beds is as follows:

Assessment and Treatment	320 (280 male/40 female)
Special Needs	30
Substance Use Disorder	959
Work Release	<u>820</u>
	2,129*

*Plus or minus based upon the cost proposals received

4.2 Budgeted Program Funds

The NJDOC's Fiscal Year (FY) 2004 budget for 2,129 residential community release program beds is \$45,107,000. The FY 2005 budget for the same amount of beds is subject to availability of funds and legislative approval. Any change by the NJDOC in the per diem rates paid for residents assigned to Community Program must first be approved by the Director of the Division of Budget and Accounting.

4.3 Length of Program Participation

The average length of participation in a substance use disorder, work release or special needs residential community release program is six months. The average length of participation in an Assessment and Treatment Center is 60-90 days.

4.4 Program Start-Up

Facility staff and program services are to be in place and ready to immediately begin resident phase-in on or before July 1, 2004.

In the event the Contractor is unable to commence phase-in by the contractual service commencement date, the NJDOC shall have the option to either terminate the contract or assess damages in accordance with Section III, 1.5 Liquidated Damages.

The Contractor's facility must be ready for occupancy in accordance with the applicable licensing authority, the NJDOC's requirements and the ACA's Performance-Based Standards for Adult Community Residential Services (fourth edition) upon service commencement date.

4.5 Facility Location

Consideration may be given to proposals that incorporate bedspace allocations in various regions throughout this State to accommodate the return of offenders to their home region of residency. Listed below are the desired number of beds for each region:

Northern

Bergen, Essex, Hudson, Morris, Passaic, Sussex, Union and Warren counties.

1065 beds

Central

Burlington, Hunterdon, Mercer, Middlesex, Monmouth, Ocean and Somerset counties.

468 beds

Southern

Atlantic, Camden, Cape May, Cumberland, Gloucester and Salem counties.

596 beds

Facility locations shall be carefully considered as potential public safety issues, such

as a proposed facility's proximity to schools and/or other issues of community concern, and this shall be considered in the evaluation process.

5.0 Performance-Based Contracts

The Contractor shall maintain, throughout the life of the contract, continual compliance in accordance with the American Correctional Association (ACA) Performance-Based Standards for Adult Community Residential Services (fourth edition and any future revisions and supplements) unless otherwise specified by the NJDOC or the applicable licensing authority. NJDOC policy and/or procedure may augment accomplishment of some ACA standards. In these instances the Statement of Work identifies and provides direction for the enhanced requirements.

ACA's performance-based standards are comprised of the following elements:

1. Goal Statement

The goal statement attempts to establish an overall purpose for the standards in the functional area.

2. Performance Standard

A statement that clearly defines a required or essential condition to be achieved and maintained. A performance standard describes a "state of being", a condition, and does not describe the activities or practices that might be necessary to achieve compliance. Performance standards reflect the program's overall mission and purpose and contribute to the realization of the goal that has been articulated.

3. Outcome Measure

Outcome measures are quantifiable (measurable) events, occurrences, conditions, behaviors or attitudes that demonstrate the extent to which the condition described in the corresponding performance standard has been achieved. Outcome measures describe the consequences of the program's activities, rather than describing the activities themselves.

Because outcome measures are quantifiable, they can be compared over time to indicate changes in the conditions that are sought. Outcome measure data are collected continuously but usually are analyzed periodically. The first time an outcome is measured, a point of reference is established. By comparing the next measurement (weeks or months later), progress, or a lack of progress, can be identified toward the desired outcome.

4. Expected Practice(s)

Expected practices are actions and activities that, if implemented properly (according to protocols), will produce the desired outcome - achievement of the condition described in the standard.

State of New Jersey Department of Corrections
Request for Proposals
Residential Community Release Programs

Expected practices represent what the practitioners believe is necessary to achieve and maintain compliance with the standard, but may not necessarily be the *only* way to achieve compliance. As conditions change and experience is gained, practices are expected to evolve.

5. Protocol(s)

Protocols are written instructions that guide implementation of expected practices, such as: policies/procedures, post orders, training curriculum, formats to be used such as logs and forms, offender handbooks, diagrams such as fire exit plans, and internal inspection forms. They provide a map to guide the proper implementation of expected practices. Protocols describe, usually in great detail, how to implement activities that are described in expected practices.

6. Process Indicators

Process indicators can be used frequently - even continuously - to monitor activities to determine if the expected practices are being implemented properly. These "tracks" or "footprints" allow supervisory and management staff to monitor ongoing operations.

Process indicators relate directly to expected practices. Process indicators tell if you are doing what you set out to do. Several expected practices address the provision of substance abuse services to offenders. Process indicators can establish that various activities, such as screening, assessment, and therapy, actually were delivered to offenders. But it is the *outcome measures* that determine whether offender substance abuse patterns were affected positively.

5.1 Outcome Measurement

Outcome measurement is the regular, systematic tracking of the extent to which program participants experience the benefits or changes intended. It is a process for determining whether or not an organization's activities are making a difference in the lives of people they are serving. Ideally, it will be used as the basis for ongoing discussions among the organization's outcome measurement work group, board members, staff, volunteers, and service recipients as the organization moves through the steps of outcome measurement implementation.

There are three basic ways to express outcome measures:

1. As **rates** (the frequency of an occurrence over time, such as the number of serious fires/year);
2. As **ratios** (comparing the two numbers as a fraction or decimal, such as the number of offenders diagnosed with hepatitis divided by the average daily population); or
3. As **proportions** (the relation of a part to the whole, such as the number of offender grievances found in favor of the offender divided by the total number of grievances filed). A percentage is a proportion multiplied by 100.

State of New Jersey Department of Corrections

Request for Proposals

Residential Community Release Programs

The Contractor must include an outcome measurement plan in the bid response. The plan must be reviewed at least annually and revised as appropriate. It must:

- a. include a plan for all NJDOC and ACA specifications as written in this RFP
- b. specify the individual responsible for coordinating the plan
- c. provide timetables for the ongoing evaluation and monitoring of resident care, supervision (accountability) and records, programs, staff, security, housekeeping, sanitation, release planning services, and volunteer services
- d. include input from the residents and their families
- e. identify and establish indicators of quality programs specific to the facility
- f. include representation from the administrative staff.

The Contractor must follow up on findings of the outcome measurement plan to ensure that effective corrective actions have been taken, including at least policy revisions, procedural changes, educational activities and follow-up on recommendations, or that additional actions are no longer indicated or needed.

The results of the outcome measurement plan must be submitted to the governing authority and to the NJDOC at least annually and must include deficiencies found and recommendations for corrections or improvements. Deficiencies that jeopardize resident safety must be reported to the governing authority and the NJDOC immediately.

6.0 Proposal Preparation and Submission Instructions

6.1 General

The bid response proposal is the State's primary vehicle for obtaining essential information on which contract award decisions are based.

Bidders are cautioned that their failure to submit the information as required may result in a determination that their proposals are non-responsive to RFP requirements. Any qualifying statements by the Bidders that effect change(s) to RFP purchase standard terms and conditions, special terms and conditions, specifications or other RFP requirements may be regarded as non-conforming. Consequently, the Bidder's eligibility for contract awards may be jeopardized.

Bidders are encouraged not to take exception to the State's terms, conditions or specifications. However, in the event that a Bidder wishes to take exception to any of the State's terms, conditions or specifications, such exceptions shall be detailed in a cover letter accompanying the bid response proposal and must cross-reference the applicable RFP page and section reference number and letter, if applicable.

All instructions, contained in this RFP shall be met in order to qualify for consideration for award. Proposals that do not meet or comply with all instructions may be considered non-conforming.

The information that is required to be submitted in response to this request for proposal has been determined by the NJDOC to be essential for use by the State in the bid evaluation and contract award process. The NJDOC will use this information as a basis for its determination for contract award(s).

6.2 Bid Response Requirements

Please ensure that your bid response addresses or includes all information requested in this RFP, such as:

1. Program narrative including:
 - a. Target population
 - b. Facility location and size
 - c. Capacity or number of beds
 - d. Program start-up date
2. A written plan for outcome measurement of program components, including resident accountability; i.e., tracking devices
3. A written quality control plan
4. A copy of facility lease agreement or proof of ownership
5. Proposed facility site plan

State of New Jersey Department of Corrections
Request for Proposals
Residential Community Release Programs

6. A copy of a certified letter notifying the local public officials of the intended program, as well as a copy of their written response to you
7. Resume of the Facility Program Director
8. Table of Organization
9. Staffing pattern
10. Job descriptions for all staff positions under this contract
11. Management philosophy and staff development plan
12. A written food service plan that names the position designated to supervise food operations. It must also list: the duties that person may delegate to others, the working hours for the individuals preparing the meals, and the daily meal schedule for residents and the proposed menus
13. Proposed Per Diem Budget in a **separate, sealed** envelope
14. A detailed description and copy of all assessments that will be used
15. A schedule for implementation of all assessments which includes the timetable for implementation of the initial assessment and all reassessments
16. Documented need, including estimated total dollar amount, if Contractor intends to *use a subcontractor*

Failure to meet all specified requirements may result in a Bidder's automatic disqualification from competing in this RFP process. Accordingly, proposals must be submitted in the legal entity name of the Bidder. The proposal cover letter must be signed by a corporate officer or agent authorized by the business. If signed by an unauthorized agent, a document authorizing this person's signature must be attached to the Bidder's proposal cover letter. Only original signatures are acceptable. Facsimile signatures will not be accepted.

6.3 RFP Conditions

1. Submittal, acceptance or approval of a proposal does not ensure funding.
2. Proposals will be competitively evaluated without guarantee.
3. Bidders are solely responsible for reading the RFP in its entirety (which includes all exhibits and the ACA Standards), meeting all RFP conditions, and for all incurred proposal development and submittal costs.
4. The NJDOC reserves the right to retain all proposals submitted. Proposals will remain confidential until the evaluation and selection process is completed.

State of New Jersey Department of Corrections
Request for Proposals
Residential Community Release Programs

5. The NJDOC reserves the right to use any or all ideas or concepts presented in any proposal submitted.
6. The NJDOC reserves the right to reject any and all proposals and to waive any irregularities in any proposal.
7. The proposals should be submitted on the most competitive basis in regard to price, delivery constraints, time for completion and other factors.
8. Proposals that contain false or misleading statements or which provide reference that do not support an attribute or condition claimed by a Bidder may be rejected. The proposal may also be rejected if, in the opinion of the NJDOC, such information was intended to mislead the NJDOC in its evaluation of the proposal and the attribute, condition, or capability that is a requirement of this RFP.
9. The contract may be immediately terminated at the sole discretion of the NJDOC if false or misleading information contained in the proposal is discovered after the contract is awarded. The Contractor will be liable for all costs associated with termination of the contract and any subcontracts the Contractor may have for the performance of this contract.
10. The NJDOC reserves the right, at any time, to abandon or terminate efforts to contract for services without obligation to any bidder responding to this RFP. Statements and other materials submitted will not be returned absent special written arrangement with the NJDOC.
11. The rates set forth shall remain in force for the stated term of the contract and shall include the cost of insurance and every other item of expense, direct or indirect, including State sales tax incidental to the bid price.
12. A Bidder's proposal may be withdrawn at any time prior to the proposal submission time specified in the RFP by submitting a written notification signed by the Bidder or authorized agent. The Bidder may thereafter submit a new or modified proposal prior to such proposal submission time. Except as provided in this RFP, final proposals cannot be changed after the time designated for receipt.

If a Bidder withdraws a proposal and/or submits a new or modified proposal as described herein, the following conditions shall apply:

- a. Withdrawn proposals can be returned upon request to the NJDOC; however, the cost of returning material shall be at the Bidder's expense. Accordingly, the Bidder's request to have proposals returned must include the Bidder's courier name and account number.
- b. Any new or modified proposal must be clearly labeled as such and comply with the submission requirements contained in this RFP.
- c. The latest proposal submitted to the NJDOC will supersede any previous submission; and therefore, the NJDOC will only consider and evaluate the Bidder's latest proposal.

State of New Jersey Department of Corrections
Request for Proposals
Residential Community Release Programs

13. After submission of the proposal, Bidders are solely responsible for notifying the NJDOC of a known error. If awarded the contract, a Bidder shall not be entitled to additional time or compensation by reason or subsequent correction of the error(s).
14. The NJDOC reserves the right to verify a Bidder's claimed experience, education, and letters of reference and/or commitment required in a proposal element. In the event that any data is found to be inaccurate or false, the NJDOC will have the right to either deduct the specified points allocated for the data and/or disqualify the Bidder from the bidding process.
15. The NJDOC reserves the right to request clarification of any issue with respect to all areas of the RFP. However, Bidders must meet all submittal requirements as specified in the RFP in order for the NJDOC to consider a clarification.
16. If a Bidder had a previous contract with the NJDOC that was cancelled for cause, the NJDOC reserves the right to hold a responsibility hearing prior to awarding a contract to determine if the Bidder is responsible. At the conclusion of the responsibility hearing, the bid may be rejected if the NJDOC deems the Bidder is non-responsible.

6.4 Proposal Delivery and Identification

It is the responsibility of the Bidder to clearly and accurately identify and label the bid response proposal to aid the NJDOC in properly handling the bid. The exterior of the bid submission package shall be clearly labeled with the correct final bid date and bidder name and solicitation name/description. Anticipate potential delivery delays by allowing adequate time for hand, postal, courier or other delivery service.

6.5 Bid Response Proposal Submission

Bidders shall submit, either by mail or in person, one (1) clearly marked original bid response proposal and twelve (12) complete/exact copies of the original to:

State of New Jersey Department of Corrections
Request for Proposals
Residential Community Release Programs

NJ Department of Corrections
Division of Programs and Community Services
Stokes Building - 3rd Floor
P.O. Box 863
Stuyvesant Avenue and Whittlesey Road
Trenton, NJ 08625

ATTN: Director Anthony C. Falcone, Project Manager

Proposals submitted by facsimile shall not be accepted.

6.6 Multiple Proposals

If a Bidder submits proposals for more than one site (facility) and/or region and/or program, each proposal is to be completed and submitted separately. Each proposal shall be considered stand-alone. A proposal may be rejected for failure to follow the instructions regarding multiple proposals as stated herein.

6.7 Proposal Format and Content

The proposal must be submitted in three (3) separate easily identified sections as follows:

Section 1 - Technical Proposal

This section shall describe the Bidder's approach and plans for meeting the requirements that are outlined in the Statement of Work. Those plans and approaches shall be described in sufficient detail to permit the state to evaluate them fairly and with a minimum of possible misinterpretation. Furthermore, the Bidder shall demonstrate and describe the effort, skills and understanding of the project necessary to satisfactorily complete the project.

A. Management Overview

This section of the response proposal shall set forth the Bidder's overall technical approach and plans to meet the requirements of the RFP in narrative format. The contents of this narrative shall be designed to convey to the State that the Bidders understand the objectives that the project is intended to meet, the nature of the required work, and the level of effort necessary to successfully complete the project. In addition, this narrative should convey to the State that the Bidder's general approach and the plans to undertake and complete the project are appropriate to the task(s) involved.

B. Detailed Plans, Approach and Deliverables

This section of the Bidder's response proposal shall set forth in detail the Bidder's plans and approach for completing all tasks and sub-tasks required by the Statement of Work. The Bidder's response should detail how the required tasks are to be completed. If the Statement of Work sets forth sub-tasks, the Bidder's response shall be made at the task and sub-task level. The Bidder's response shall clearly cross-reference RFP section task and sub-task numbers or letters, as well as page numbers.

For each task and sub-task, the Bidder shall propose a deliverable item. A deliverable is defined as tangible evidence of work completed. Each deliverable item should be cross-referenced to the appropriate RFP task and sub-task.

The contents of the Bidder's response to this section should be designed to convey to the State that the Bidder's detailed plans and approach proposed to complete the required Statement of Work are realistic, attainable and appropriate and that the proposed plans will lead to successful project completion. Mere reiterations of RFP tasks are strongly discouraged, as they do not provide insight into the Bidder's understanding of and ability to complete the project.

Section 2 – Bidder's Company History

A. Organizational Support, Experience and Qualifications

This section shall contain all pertinent information related to the Bidder's organizations, personnel, and experience, including but not limited to references, together with the contact name and telephone number that will serve to substantiate the Bidder's qualifications and capabilities to perform the services required by this RFP.

B. Experience of Bidding Firm on Projects of Similar Size and Scope

Included in this section, the Bidders shall provide a summary of current and recent history of past performances related to residential community release programs. Please address each item listed below:

1. Specify corporate experience in providing residential community release programs for the target population. Include in your discussion the number of employees employed by the corporation, annualized dollars of payroll, and number of years in business.
2. Describe current contracts, including all contracts awarded to the Bidder in the past five years and include the following information:
 - a. Client's name, address, and telephone number
 - b. Date of original contract and expiration date
 - c. Number of renewals (if applicable)
 - d. Type and size of facility; and
 - e. Specify multi-facility systems that are managed by the corporation.

State of New Jersey Department of Corrections
Request for Proposals
Residential Community Release Programs

3. Specify facilities that the Bidder operates that are currently accredited. Include the following information:
 - a. Name of facility
 - b. Accrediting agency
 - c. Dates of re-accreditation
4. Provide a comprehensive listing of projects of similar size and scope that have been successfully completed by the bidding firm as documentation of its ability to successfully undertake and complete the services required by this RFP.

Emphasis shall be placed on projects that are very similar in size and scope to those required by this RFP. A description of the project shall be included and shall show how the project relates to the ability of the firm to perform the services required by this RFP.

5. List all contracts lost or not renewed (list contact person and telephone number) within the most recent three-year period. Please provide a narrative that describes the reason(s) for any contract not renewed.
6. Discuss any corporate reorganization or restructuring that has occurred within the last three years and discuss how the restructuring will impact upon its ability to provide services proposed. Bidders shall disclose the existence of any related entities (sharing corporate structure or principal officers) doing business in the field of residential community release programs for the target population. The State reserves the right to terminate the contract based upon merger or acquisition of the primary Contractor during the course of the contract if it is determined by the State that it is not in the best interest of the State to continue conducting business with the firm.
7. Describe other current or anticipated business or financial obligations that may coincide with the term of this contract.
8. Provide a listing of fines that exceed \$1,000 incurred under other contracts for non-performance of duties in whole or in part within the last three years.
9. Provide a listing of all contracts in which the bidding firm experienced a loss of funds due to fines, delay damages, liquidated damages, and/or forfeiture of performance or bid bonds in whole or in part.

C. Financial Statements

Bidders shall provide proof of the firm's financial capacity and capabilities to undertake and successfully complete the project. Either financial statements that have been audited by an independent Certified Public Accountant (CPA) or CPA firm for the most recent two-year period are acceptable. If a Bidder is a wholly owned subsidiary of another company or corporation, and does not possess audited financial statements, non-audited financial statements of the subsidiary for the most recent two-year period must be submitted as supplemental information to the company's financial statements in order to meet this

requirement. Audited financial statements shall be submitted to the NJDOC annually during the term of the contract.

D. Litigation

The Bidders shall provide a list of all litigation that it is currently involved in or has been involved in during the last five years. Include all cases that were settled and amount of settlement. If any such settlement is subject to a non-disclosure agreement, please list it in the bid response.

Section 3 – Cost Proposal

- A.** Bidders shall submit costs on the attached per diem budget sheets in a separate, sealed envelope. Attach additional sheets if needed. Failure to submit all information requested will result in bids being considered non-responsive. Bidders must hold prices firm for a minimum of 60 days in order for an award to be made.
- B.** Bidders shall also provide a comprehensive listing of any and all labor categories that may be used to perform additional work in accordance with the additional work clause of this RFP. Hourly rates are to be submitted for any and all labor categories that the Bidder anticipates may be required to perform additional work. Failure to include a labor category along with an hourly rate will exclude that category from eligibility to perform additional work. Bidders may submit labor categories for additional work not included in the base proposal to perform the Statement of Work required by this RFP.

6.8 Inquiries

It is the policy of the NJDOC to accept inquiries from all qualified potential Bidders who have received this RFP. The deadline for questions will be at the conclusion of the pre-bid conference.

Bidders are encouraged to submit questions in advance of the pre-bid conference so that responses may be prepared by the time of the conference. Lengthy or multiple questions must be submitted in writing. Short, procedural inquiries may be accepted by telephone by the Project Manager. However, oral explanations or instructions given over the telephone before the award of the contract shall not be binding. Written questions shall specifically reference the RFP section, page and sub-section number or letter to which the question relates and be directed to the Project Manager:

Anthony C. Falcone, Director (address listed in 6.5 above)

Tel: (609) 292-4603

Fax: (609) 341-3504

6.9 Pre-Bidders Conference

A mandatory pre-bidders conference has been scheduled for this procurement at 10:00 a.m. on ***Thursday, March 11, 2004***. It will be held in the Harris Building auditorium at the New Jersey Department of Corrections' Administrative Offices in West Trenton. **Failure to attend will result in your automatic disqualification from further participation in the RFP process.** Directions are included in this RFP (Exhibit A).

The pre-bid conference is a structured and formal opportunity for the State of New Jersey to accept questions from Bidders, as well as to clarify the contents of the RFP. Any major revisions to this RFP as a result of the pre-bid conference, or responses to deferred questions, shall be made in the form of written addendum to the original RFP. Any addendum issued prior to the pre-bid conference shall be distributed to all Bidders that received the initial RFP. All addenda to the original RFP will become part of this RFP and shall become part of the final contract resulting therefrom.

The State of New Jersey will also distribute additional exhibits and information at the conference.

6.10 Bid Response Submission Deadline

All bid responses must be received by the Project Manager at the address written in sub-section 6.5 no later than 4:00 p.m., ***Friday, April 23, 2004***. Neither the postmark date nor receipt in the NJDOC Mail Room will constitute timely delivery and any proposal received after the above time **WILL NOT** be considered.

It is the NJDOC's policy to make every effort to ensure that all proposals have been received and properly time stamped; however, Bidders are ultimately responsible for ensuring timely receipt of their proposal. Bidders may verify receipt of their proposal by contacting the Project Director.

6.11 Bidder's Consideration

Listed below are considerations that should be reviewed prior to submission of proposals:

1. Are all documents included and data addressed as required in the RFP? Are all documents and/or attachments referenced in the Bidder's narrative attached to the proposal?
2. Is the business structure and business background adequate to accomplish the type of project proposed and are all eligibility criteria met?
3. Does the proposal adequately describe and comply with evaluation components required by the RFP?
4. Does the proposal present appropriate goals, objectives and activities to meet the required project components?

5. Are the requirements for all section elements addressed in order to demonstrate compliance?
6. Are the objectives and activities appropriately time bound and measurable?
7. Is the proposal realistic and attainable?
8. Is the Budget Proposal complete, realistic and mathematically correct and understandable?
Does the Budget Proposal's major budget categories and individual line items relate directly to the contracted services?

7.0 Proposal Evaluation and Contract Awards

7.1 Proposal Evaluation Criteria

Proposals shall be evaluated by a committee comprised of representatives from the NJDOC, as well as representatives from other state agencies. The following criteria, not necessarily listed in order of significance, shall be considered when evaluating proposals.

1. Program Elements

The Bidder's detailed approach and plans to perform the services required by the scope of this RFP.

2. Budget Elements

The Bidder's proposed per diem budget will be opened after all other elements are evaluated.

3. Bidder's Proposed Site

The Bidder's site and its compliance with all specifications required by the RFP. Evaluation Committee members or their designees may conduct a site visit prior to making the final bid award.

4. General Miscellaneous

The Bidder's experience in successfully operating, to the client's satisfaction, projects of a similar size and scope to those required by this RFP, as well as the qualifications and experience of assigned personnel to this project, and the Bidder's written outcome measure and quality control plan.

Proposals shall be evaluated utilizing a weighted evaluation form that shall include the above noted evaluation criteria.

State of New Jersey Department of Corrections
Request for Proposals
Residential Community Release Programs

7.2 Contract Award

1. The NJDOC shall send written notification of the State's intent to award (or not to award) a contract by no later than ***Wednesday, June 2, 2004***.
2. Following notification of contract awards, the NJDOC will send formal contracts to the Contractors prior to the contract commencement date.

STATE OF NEW JERSEY DEPARTMENT OF CORRECTIONS

**Bidder's Proposed Per Diem Budget
Residential Community Release Agreement Program**

Date: _____

Agency Name: _____ Exec. Officer: _____
Address: _____ Tel: _____ Fax: _____

Type of Program (i.e. substance use disorder, work release): _____

Name of Facility/Program: _____

Location of Facility: _____

A. Personnel Costs (Please Complete Attached Staffing Proposal)

Staff Salaries:	\$ _____	
Fringe Benefits: (%)	\$ _____	
Total A		\$ _____

B. Professional Fees/Contract Services

Total B	\$ _____
---------	----------

C. Operating Costs

Facility/Occupancy Costs	\$ _____	
Maintenance and Repair	\$ _____	
Equipment	\$ _____	
Utilities	\$ _____	
Food Service	\$ _____	
Telephone	\$ _____	
Postage	\$ _____	
Transportation	\$ _____	
Insurance	\$ _____	
Office Supplies	\$ _____	
Household Supplies	\$ _____	
Program Supplies	\$ _____	
Licenses/Permits	\$ _____	
Total C		\$ _____

D. Other Costs (Indicate)

_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
Total D		\$ _____

E. Total Costs (A+B+C+D=)

Total E	\$ _____
---------	----------

F. Administrative Costs

(Indicate % of Total Costs) _____ %	Total F	\$ _____
-------------------------------------	---------	----------

G. Grand Total Budget Costs (E+F=)

Total G	\$ _____
---------	----------

H. Total number of beds _____

I. Proposed Per Diem Rate

(@ 95% without guarantee)

\$ _____ Per Diem Rate for first three contract years

STATE OF NEW JERSEY DEPARTMENT OF CORRECTIONS
Bidder's Staffing Proposal
Residential Community Release Agreement Program

Name of Contractor : _____ **Date:** _____

Type of Program (i.e., substance use disorder, work release): _____

<u>Position/Title</u>	<u>Full or Part Time</u>	<u>Hours per Week</u>	<u>Annual Salary</u>
-----------------------	--------------------------	-----------------------	----------------------

Total Salaries: \$ _____
Enter on Form A

Attach more sheets as required

Form B
4/2002

SECTION II

STATE OF NEW JERSEY DEPARTMENT OF CORRECTIONS

Request for Proposal

Residential Community Release Agreement Programs

Statement of Work

1.0 Performance Requirements

This Statement of Work sets forth the contract performance requirements for the management and operation of a residential community release agreement program (RCRP). The Contractor shall ensure that the facility is operated in a manner consistent with the mission of the New Jersey Department of Corrections.

Unless otherwise specified, all plans, policies and procedures, including those identified in the American Correctional Association (ACA) Performance Based Standards for Adult Community Residential Services (fourth edition), shall be developed by the Contractor and submitted in writing to the Office of Community Programs for review and concurrence prior to issuance of a notice of commencement. Once concurrence has been granted, these plans, policies and procedures shall not be modified without the prior written acknowledgement of the Office of Community Programs.

Unless otherwise indicated, the Contractor shall furnish all personnel, management, equipment, supplies and services necessary for performance of all aspects of the contract.

Unless explicitly stated otherwise, the Contractor is responsible for all costs associated with and incurred as part of providing the services outlined in this contract.

The Contractor shall have a working fax machine and Internet capabilities and shall provide the number and email address to the Office of Community Programs.

1.1 General Administration

Unless otherwise specified in this Statement of Work or by the Office of Community Programs, the Contractor is required to perform in accordance with the most current edition of the ACA Performance Based Standards for Adult Community Residential Services.

1.2 ACA Accreditation

The Contractor shall obtain ACA accreditation within 24 months of program commencement and shall maintain continual compliance with all ACA standards and supplements during the performance of the contract, unless otherwise specified by the NJDOC. Once full accreditation has been obtained, the Contractor shall maintain this accreditation throughout the life of the contract, inclusive of any option periods

exercised. Failure to perform in accordance with contract requirements and to obtain ACA accreditation within 24 months of program commencement may, at a minimum, result in a reduction of the contract price.

Accomplishment of some ACA standards is augmented by NJDOC policy and/or procedure. In these instances, the Statement of Work identifies and provides direction for the enhanced requirements.

2.0 Quality Control Plan

- A.** The Contractor is responsible for the development and administration of a comprehensive Quality Control Plan, which ensures all requirements of this Statement of Work are achieved. Quality control shall be implemented when performance begins. The plan shall identify deficiencies in the quality of services throughout the entire scope of the contract and implement corrective action before the level of performance becomes unsatisfactory.
- B.** Two copies of a complete Quality Control Plan, addressing all areas of contract performance shall be submitted to the Office of Community Programs. All proposed changes to the plan require approval of the Office of Community Programs. The plan should include at a minimum:
 - 1.** Specific areas to be inspected on either a scheduled or unscheduled basis and the method of inspection.
 - 2.** The name(s) and position(s) of the individual(s) responsible for the inspection, their qualifications and the extent of their authority.
 - 3.** Procedures for written and verbal communication with the NJDOC regarding the performance of the contract.
 - 4.** Specific surveillance techniques for each contract service identified in the Statement of Work and each vital function identified in the NJDOC's Quality Assurance Plan (Surveillance Tools) (Refer to Section II, 9.0)
 - 5.** The plan shall comply with the requirements of the NJDOC's quality assurance program, contain procedures for investigation of complaints by Contractor and NJDOC staff and feedback to the NJDOC on the actions taken to resolve such complaints.
- A.** A file of all inspections, inspection results, and any corrective action required shall be maintained by the Contractor through the term of the contract. This file shall be made available to the NJDOC upon request.
- B.** Failure by the Contractor to maintain adequate quality control can result in termination for default.

3.0 Governing Authority

(Refer to II. Security, 4-ACRS-2A and VII. Administration and Management, 4-ACRS-7A and D)

The facility must have a governing authority to assume legal responsibility for the management, operation, and financial viability of the facility. Pursuant to N.J.S.A. 30:4-91.2, the governing authority must be a non-profit corporation or association. The governing authority must be responsible for, but not limited to, the following:

3.1 Community Advisory Board

(Refer to VII. Administration and Management, 4-ACRS-7F)

Pursuant to N.J.S.A. 30:4-91.9 - 14, Chapter 243 of Public Laws of 1999, the Contractor shall be required to establish a Community Advisory Board.

4.0 Facility Physical Plant and Operational Requirements

4.1 Ownership

(Refer to VII. Administration and Management, 4-ACRS-7A)

The Contractor must own or lease the facility of the proposed Program. The ownership of the facility and the property on which it is located must be disclosed to the NJDOC. Proof of ownership must be available in the facility or at a designated location. If the Contractor is leasing the property, the lease must cover the time period of the contract. The Contractor must submit a copy of the lease agreement to the NJDOC. Any proposed change in ownership must be reported to the NJDOC in writing at least 30 days prior to the change.

No facility may be owned, managed, or operated by any person convicted of a crime relating adversely to that person's capability of owning, managing, or operating the facility.

4.2 Licensure

The residential community release programs must be licensed by either the New Jersey Department of Community Affairs (DCA) or the New Jersey Department of Health and Senior Services (DHSS).

4.3 Standards

(Refer to I. Safety, 4-ACRS-1A)

Any matter or requirement essential for the structural safety of a facility or essential for the safety or health of the residents thereof or of the public shall be the subject of determination by the applicable licensing authority and the NJDOC.

4.4 Contractor's Failure to Repair **(Refer to I. Safety, 4-ACRS-1A)**

The Contractor must repair or replace all property, equipment, furnishings, etc., within a reasonable period of time as determined by the applicable licensing authority, ACA and the NJDOC. If the Contractor fails to comply with its obligations regarding maintenance, repair or replacement in regard to the facility or its property therein, the Contractor will be notified, in writing, by the NJDOC.

The Contractor must promptly comply with its obligation to maintain the facility in good repair and perform corrective action within a 10-day period of time unless otherwise specified on the written notice. If the Contractor fails to comply with the written notice the State may, but is not obligated to, make the repair and withhold the expense of such repair or replacement from amounts due the Contractor. In addition, the Contractor's failure to comply may result in reduced per diem payments or cancellation of the contract.

4.5 Utilities and Taxes

The Contractor must pay all taxes and utility costs associated with this contract including, but not limited to, water, gas, sewage and electricity.

4.6 Sounding Devices

The Contractor must affix a sounding device to either the outside of the door or to the adjacent exterior wall for use in the event that a person is unable to re-enter the building. The sounding device must ring in an area staffed 24 hours a day.

4.7 Smoke-Free Environment **(Refer to I. Safety, 4-ACRS-1C)**

Indoor smoking at the facility shall be prohibited in accordance with NJDOC policy and state law. A “**NO SMOKING**” sign shall be posted within the facility in full view of residents, staff and visitors. The Contractor must also post the “**NO SMOKING**” sign in all sleeping areas, designated visiting areas, and in office space areas occupied by staff.

4.8 Parking

Parking should be available for Contract staff, NJDOC staff (one space) and for visitors. Public parking can be used and it is understood that all parking expenses shall be the sole responsibility of the Contractor. The NJDOC shall make no reimbursement for parking. Parking spaces shall be provided as required by the Americans with Disabilities Act.

4.9 Central Control Room
(Refer to II. Security, 4-ACRS-2A)

An adequately equipped and staffed central control room, fully operational 24 hours a day, seven days per week, shall be provided as the focal point for facility management and observation and control of all resident movements. Caller I.D. shall be utilized to monitor all incoming calls.

4.10 Secured Holding Area

The Contractor shall provide a secured area for a resident awaiting transportation to a NJDOC regional institution. This area should be in close proximity to the central control room so that contract staff is able to monitor the resident.

4.11 Facility Back-up Generators

The Contractor shall equip the facility with a back-up generator in the event of a power outage. The back-up generator must be of adequate wattage to provide the level of power needed to maintain electrical power to the facility for a minimum of twelve hours.

5.0 Staffing

5.1 Appointment of Facility Program Director
(Refer to II. Security, 4-ACRS-2A and
VII. Administration and Management, 4-ACRS-7B and D)

The Facility Program Director shall be accountable to the Governing Authority. The Facility Program Director, or an alternate to be designated in writing to act in the absence of the Facility Program Director, must be available in the facility, and to the NJDOC, at all times.

The Contractor agrees and understands that the NJDOC's contract award is predicated in part on the utilization of the Facility Program Director identified in the bid proposal. Therefore, the Contractor agrees that no substitution of such specific individual and/or personnel qualifications shall be made without the prior written approval of the NJDOC.

5.2 Substitution of Personnel or Subcontractor
(Refer to VII. Administration and Management, 4-ACRS-7B)

If, during the term of the contract, the Contractor or subcontractor cannot provide the management and supervisory personnel as proposed and requests a substitution, that substitution must be approved by the NJDOC and must have equal or better qualifications than the person being substituted. The Contractor or subcontractor must provide detailed resume qualifications and justification, which shall be forwarded to the NJDOC's Contract Compliance Unit for written approval prior to

any personnel substitution. The Contractor acknowledges that every reasonable attempt shall be made to maintain the personnel listed in the response proposal.

In the event that the primary Contractor desires to substitute a subcontractor, the primary Contractor must identify the organization, officers and the contractual agreement to be made, which shall be forwarded to the NJDOC's Contract Compliance Unit for approval prior to the commencement of any work by the recommended substitute subcontractor. Additionally, the State of New Jersey reserves the right to request that a subcontractor be replaced anytime during the performance of the contract with an equal or superior subcontractor.

5.3 Food Supervisor/Cook **(Refer to IV. Care, 4-ACRS-4A)**

The Contractor must provide adequate staffing and the position(s) should be reflected in the budget proposal. Resident labor may be utilized to assist in the preparation and serving of meals. If the food service is substituted through a local provider, such as a restaurant or caterer, the food supervisor/cook positions **cannot** be reflected in the personnel section of the budget proposal.

5.4 Staffing Pattern **(Refer to II. Security, 4-ACRS-2A and VII. Administration and Management, 4-ACRS-7B, D and E)**

The staffing pattern is subject to approval by the NJDOC prior to program commencement date. All facilities shall maintain a minimum of two accountability staff on duty at all times. If a program consists of multiple buildings, the Contractor must ensure that two accountability staff are on duty at all times in each building. The number of staff must increase in proportion to the number of residents in the facility. Ideally, staffing patterns at all levels of the treatment process shall reflect the population (culturally, ethnically, linguistically, and gender specific) and communities served, from clerical staff through executive management.

The Contractor must have an employee retention program designed to minimize staff turnover. The specifics of this program must be outlined in the Contractor's bid response.

The Contractor shall provide a work schedule clearly defining the duty hours of each staff member and indicate whether the staff member is full-time, part-time, or hired on a consulting basis. Full-time employment is defined as a minimum of 35 working hours per week. Part-time staff must not exceed 20 percent of the total number of positions of the facility unless prior approval has been obtained from the NJDOC. Provisions must be made for substitute staff with equivalent qualifications to replace absent staff members.

5.5 Volunteer Services

(Refer to VII. Administration and Management, 4-ACRS-7B, D and F)

If volunteers are utilized, the Contractor must establish and implement written policies and procedures in accordance with N.J.A.C. 10A:17-3.1 and 3.2 and N.J.A.C. 10A:72-9.3 and 9.4 (Exhibit B). Volunteers are subject to the same rules of conduct and criminal record screening as the Contractor's staff is.

The Contractor must ensure that the Facility Program Director or designee is responsible for the direction, provision and quality of the volunteer services.

5.6 Employee Criminal Record Screening

(Refer to VII. Administration and Management, 4-ACRS-7B and E)

In accordance with NJDOC policy and procedure, the Contractor must provide the NJDOC with the required information to perform a pre-employment criminal record screening for all employees and volunteers of the Contractor's facility. This information shall be confidential and only reviewed by the NJDOC's Contract Compliance Unit and the Special Investigations Division (SID).

Prospective employees and volunteers shall not be permitted access to a NJDOC contracted facility prior to clearance from the NJDOC.

5.7 Identification Badges for Contractor's Employees and Volunteers

(Refer to VII. Administration and Management, 4-ACRS-7F)

The Contractor shall issue a temporary identification (I.D.) badge to all employees and volunteers. The temporary I.D. badge shall be renewable annually for the duration of the contract. The Contractor shall be responsible for securing the return of each badge upon the employee's or volunteer's separation from the Contractor's employ. The temporary I.D. badge will include:

1. Employee's photograph
2. Name
3. Title
4. Name of the contractor and program
5. Expiration date of the temporary I.D.

This Contractor-issued I.D. does not imply that the contract employee is an employee or representative of the New Jersey Department of Corrections.

All employees and volunteers must wear their contractor-issued I.D. badge whenever they are at work or are visiting a NJDOC operated institution or program.

5.8 Notification of Change, New Hires and Separations
(Refer to VII. Administration and Management, 4-ACRS-7E)

The Contractor shall notify the NJDOC in writing of all separations (terminations, resignations, leaves of absence) within 48 hours of the effective date. All staff change (new hires, separations, new position, promotions, volunteers, etc.) are to be included in the Contractor's monthly report to the NJDOC.

5.9 Notification of Staff/Resident Incidents/Violations
(Refer to II. Security, 4-ACRS-2A and VII. Administration and Management, 4-ACRS-7C and E)

In accordance with NJDOC policy and procedure, the Contractor must immediately advise the NJDOC of any incident that may negatively impact upon the program.

5.10 Vacant Positions
(Refer to VII. Administration and Management, 4-ACRS-7D)

The Contractor must make every effort to fill vacancies in program related staff within 30 days of the vacancy. In the event that the Contractor does not fill a vacancy within 30 days, the NJDOC may request a written plan for filling the position, along with copies of any advertisements, employment agency contacts, job fair participation, schedule of interviews, etc.

5.11 Employee Conduct
(Refer to III. Order, 4-ACRS-3A and VII. Administration and Management, 4-ACRS-7C)

Standards of employee conduct must include, but not be limited to, the NJDOC's policy and procedures.

6.0 Program Operations

6.1 Program Assignments
(Refer to VI. Justice, 4-ACRS-6A)

Inmate applications for participation in a program must meet the eligibility criteria in N.J.A.C. 10A:20-4 (Exhibit C).

6.2 Transporting Offenders to the Program

The NJDOC's Central Transportation Unit shall be responsible for transporting offenders from a state facility to the assessment and treatment center and onward to the assigned program (i.e., substance use disorder, work release or special needs).

6.3 Forwarding Inmate Documents to the Contractor

(Refer to IV. Care, 4-ACRS-4C, VI. Justice, 4-ACRS-6A and VII. Administration and Management, 4-ACRS-7D)

The NJDOC's Office of Community Programs shall be responsible for forwarding offender records to the Assessment and Treatment Centers . These records shall include:

1. Classification material (face sheet with resident's photograph, criminal history record, progress sheet, status of detainers, and any other relevant information regarding the inmate's correctional facility adjustment and program participation)
2. Pre-Sentence Investigation report (PSI)
3. Keep separate orders
4. Copies of all assessments, such as medical, dental, mental health, Addiction Severity Index, as well as educational/vocational test results, achievements, and treatment and discharge plans.

The Assessment and Treatment Centers shall be responsible for forwarding the offender records, as well as any added documentation placed in the individual folders while at the Center (assessments, test results, treatment and discharge plans, etc.) to the designated halfway houses.

6.4 Admission Notification to Law Enforcement

In accordance with N.J.A.C. 10A:20-4.13(d) (Exhibit C), the Contractor must notify local law enforcement offices of the resident's admission to the program.

6.5 Intake, Orientation and Admission Process

(Refer to III. Order, 4-ACRS-3A and VII. Administration and Management, 4-ACRS-7D)

Pursuant to N.J.A.C. 10A:20-4.19 a (Exhibit C), the Contractor must ensure that all new residents receive an orientation to the rules and regulations, program expectations, medical and financial procedures, etc.

6.6 Components of Screening and Assessment

(Refer to II. Security, 4-ACRS-2A and V. Program and Activity, 4-ACRS-5A)

Key components that are reviewed at the Assessment and Treatment Centers are:

- a. Employment/vocational status
- b. Criminal history and current status
- c. Medical history and current health status

- d. Substance use disorder history and patterns of current use
- e. Mental health history and current status
- f. Family and social relationships
- g. Motivation and readiness for a crime-free lifestyle.

6.7 Treatment Continuum of Care

(Refer to II. Security, 4-ACRS-2A and V. Program and Activity, 4-ACRS-5A)

The Contractor must include in the bid response a list and description of all assessment tools to be utilized, a detailed treatment approach and curriculum, as well as training techniques that will be used in each required program treatment service. Additionally, the Contractor must identify and describe the positions and credentials of the staff assigned to the training, how the treatment modalities will be applied, the minimum number of hours and days to be dedicated to each service and individual resident, as well as any computer-assisted instruction that shall be used.

6.8 Substance Use Disorder Counseling and Supportive Services

(Refer to V. Program and Activity, 4-ACRS-5A)

Substance use disorder treatment services must comply with the Department of Health and Senior Services Regulations and General Requirements.

A. Urine Monitoring and Alcohol Testing

The Contractor must ensure procedures for testing, as established by N.J.A.C. 10A:20-4.20 (Exhibit C), N.J.A.C. 10A:3-5.10 and 11 and NJDOC Policy Number 3.510 (Exhibit D) shall be adhered to.

The Contractor shall be responsible for transporting all urine specimens to one of the NJDOC regional labs (Northern State Prison in Newark, New Jersey State Prison in Trenton, Riverfront State Prison in Camden or South Woods State Prison in Bridgeton) for testing, as well as any associated costs.

It has been the practice of the RCRP staff to use observations and coordination tests (similar to those used by police during DUI stops), possibly even a breath tube device as supporting evidence to write a charge for alcohol use (.204) or intoxication (.552). This method is accepted by the NJDOC's Hearing Officers.

6.9 Emergency and Non-Emergency Medical, Dental, Mental Health and Pharmaceutical Services for the Assessment and Treatment Centers

(Refer to IV. Care, 4-ACRS-4C)

Refer to Exhibit E, the NJDOC's mandates for emergency and non-emergency medical, dental, mental health and pharmaceutical services to be provided.

6.10 Emergency and Non-Emergency Medical, Dental, Mental Health and Pharmaceutical Services for All Other Programs
(Refer to IV. Care, 4-ACRS-4C)

For emergency medical, dental and mental health services, the Contractor must follow the NJDOC's policies and procedures and N.J.A.C. 10A:20-4.22 c. (Exhibit C). The Contractor shall be responsible for coordinating and scheduling non-emergency medical, dental, mental health and pharmaceutical services for residents assigned to their facilities with the NJDOC's medical services provider through a designated institution or alternate community based medical provider approved by the NJDOC's medical services provider.

6.11 Medication
(Refer to IV. Care, 4-ACRS-4C)

The Contractor shall include standards for drug administration. The Contractor may follow the NJDOC's medication dispensing policy and procedures, which permits inmates to keep medications on their person (KOP), excluding psychotropic drugs, drugs of abuse or needles for insulin.

6.12 Resident Identification Cards

In accordance with NJDOC Standard 689 (Exhibit F), each resident shall be issued a laminated identification card that must be in his/her possession at all times (on and off-site). The information on the card shall include the name and telephone number of the facility, resident's name, state number, date of birth, picture, race, weight, height, color of hair and eyes, blood type, medical alerts (allergies, etc.), if any, and expiration date of card. Residents shall return the card to the Contractor upon his/her release from the program.

6.13 Daily Resident Count
(Refer to II. Security, 4-ACRS-2A)

In accordance with NJDOC policy and procedures, the Contractor must document and report the daily resident count to the NJDOC's Office of Community Programs no later than 7:30 a.m. on regular business days (Monday through Friday). The daily counts for weekends and holidays shall be reported on the next regular business day.

6.14 Sign Out/In Procedures
(Refer to II. Security, 4-ACRS-2A)

In accordance with NJDOC policy and procedure, the Contractor must ensure that no sign-out be granted to a resident for travel outside the State of New Jersey for any reason.

6.15 Progress Reports

(Refer to V. Program and Activity, 4-ACRS-5A)

Progress reports are to be forwarded to the regional institution's classification office and the State Parole Board (SPB), who requires them for every SPB hearing. Per N.J.A.C. 10A:71-3 a copy of non-confidential progress notes must be provided to the resident prior to his/her SPB hearing. The resident must sign acknowledging receipt. The reports shall be concise and, **if handwritten, legible.**

6.16 Transportation Services

(Refer to I. Safety, 4-ACRS-1B, Vehicles)

The Contractor must provide transportation for residents in accordance with NJDOC Standard 689 (Exhibit F). The Contractor shall develop and implement a method of resident transportation for services provided outside the facility, which shall include plans for security and accountability for the resident and his or her personal possessions, as well as transfer of resident information to and from the provider of the services.

6.17 Discharge/Aftercare Plan

(Refer to V. Program and Activity, 4-ACRS-5A)

The State Parole Board's Alternative Sanction Programs should be recommended for any offender with unresolved issues and/or needs that could not be addressed in the community at the time of discharge. The final plan shall be completed no later than fourteen (14) calendar days prior to program exit.

7.0 Resident Information

7.1 Ombudsman's Office

The Facility Program Director shall post the address and telephone number of the Ombudsman Office conspicuously throughout the facility. The Facility Program Director must also personally provide all residents and/or their families, upon request, with the address and telephone number of the Ombudsman Office where complaints may be lodged:

New Jersey Department of Corrections
Office of the Ombudsman
P.O. Box 863
Trenton, New Jersey 08625-0367

Tel: (609) 292-8020

7.2 Resident Labor

(Refer to III. Order, 4-ACRS-3A)

Offenders assigned to the Program may be required to perform house chores as part of their program and/or treatment plan. However, such work activity must not replace skilled labor or professional services that the Contractor would be required to

provide for in order to maintain and/or improve the facility. Residents must not be placed in positions of authority over other residents.

In certain circumstances, the Contractor may desire to employ residents with specialized skills or those with limitations that may preclude outside employment. Such cases must be approved by the NJDOC and residents employed under such circumstances must be compensated as an employee of the Contractor with all appropriate payroll deductions made, including workmen's compensation insurance.

7.3 Resident Financial Information

A. Resident Wage Record Retention

(Refer to VII. Administration and Management, 4-ACRS-7D)

The Contractor shall retain a record of all financial data relevant to each resident. Data shall include, but not be limited to, wages, deposits, deductions, and any trust fund account records. The Contractor shall retain such records for five years from the date the resident is discharged from the facility.

B. Maintenance Fees

(Refer to III. Order, 4-ACRS-3A and

VII. Administration and Management, 4-ACRS-7D)

Pursuant to N.J.S.A. 30:4-91.4 Earnings of Inmates and NJDOC policy and procedures, all employed inmates participating in a work release program shall be required to pay a maintenance fee. Inmates placed in a substance abuse treatment program shall be required to pay a maintenance fee when they reach the work release phase of the program and have secured employment.

In accordance with N.J.A.C. 10A:20-4.3, residents are permitted to have up to \$50.00 in their possession.

The Contractor is required to establish a weekly budget for residents. The budget is to include savings and expenses.

C. Fines, Penalties or Restitution

(Refer to III. Order, 4-ACRS-3A and VI. Justice, 4-ACRS-6D)

Residents whose sentence stipulates payment of fines, penalties or restitution must comply with N.J.S.A. 30:4-91.4 and NJDOC policy and procedures in regard to payment of assessments, restitution and fines.

D. Banking/Credit

The Contractor shall require residents to open a bank savings account. Residents are prohibited from opening checking and charge accounts or purchasing any item on an installment plan. The Contractor must also ensure that residents do not enter into any type of financial contract, including any lease agreement, unless prior approval is obtained from both the Contractor and the Office of Community

Programs. The Contractor shall establish a procedure for the maintenance of each resident's bank account while allowing appropriate access for banking purposes.

E. Medical Co-Pay
(Refer to III. Order, 4-ACRS-3A and
VII. Administration and Management, 4-ACRS-7D)

Residents assigned to Residential Community Release Programs must be assessed and charged a co-payment for medical, dental, emergency and optometry services in accordance with N.J.A.C. 10A:16-1.5 (Exhibit G) and NJDOC policy and procedures.

7.4 Resident Employment and/or Education Information
(Refer to II. Security, 4-ACRS-2A and
V. Program and Activity, 4-ACRS-5A)

It is recommended that the Contractor develop a relationship with the local One-Stop Career Center in an effort to avoid duplication of services. In addition, the Contractor shall encourage all residents to register with the local One-Stop Career Centers, as well as learn about the Internet resources that are available through WNJPIN.

A. Approval of Resident Employment Sites
(Excludes Assessment and Treatment Centers)

On site evaluation and approval or disapproval of prerelease employment sites is to be conducted in accordance with N.J.A.C. 10A:20-4.27 (Exhibit C) and NJDOC policy and procedures.

B. Employment Notification to Local Law Enforcement
(Excludes Assessment and Treatment Centers)

Pursuant to N.J.A.C. 10A20-4:28, (Exhibit C) and NJDOC policy and procedures, the Contractor shall notify the local law enforcement authorities and the NJDOC, in writing, immediately following an inmate's employment in the community.

C. Monitoring Employment and/or Education Sites
(Excludes Assessment and Treatment Centers)

Pursuant to N.J.A.C. 10A:20-4.29 (Exhibit C), Contract agencies shall monitor prerelease employment and education sites in accordance with applicable laws and NJDOC policy.

D. Unauthorized Employment
(Excludes Assessment and Treatment Centers)

In accordance with NJDOC policy and procedures, the Contractor must ensure that residents are not involved in unauthorized employment situations (jobs where there is evidence that not all appropriate withholding taxes or workman's compensation have been deducted, jobs that require travel outside the State of New Jersey, employment sites utilized by correctional facilities, or employment restrictions pursuant to the NJ Division of Alcoholic Beverage Control (NJABC) N.J.A.C. 13:2-14.5 and 6 and 13:2-15.1 through 4) unless a variance or permit is secured from the NJDOC or the NJABC.

E. Union or Labor Strike
(Excludes Assessment and Treatment Centers)

Upon the occurrence of a labor strike at a resident's place of employment, the Contractor must not allow the resident to engage in picketing or any other strike related activity. The Contractor must not permit the resident to act as a strikebreaker in labor disputes, thus the resident is to be advised to immediately return to the facility should a strike occur.

F. Resident's Use of Electronic Communication Devices

In accordance with NJDOC Policy PCS.001.002 (Exhibit H), inmates assigned to a RCRP are not permitted to have electronic communication devices in their possession unless such devices are required for employment purposes. Each RCRP must develop written policy and management procedures, to be approved by the NJDOC, that provide for issuance, collecting and monitoring electronic communication devices used by residents in their employment.

7.5 Visitation
(Refer V. Program and Activity, 4-ACRS-5A and VI. Justice, 4-ACRS-6A)

Rules for visits must not be more restrictive than those contained in N.J.A.C. 10A:18-6 et seq. (Exhibit I) unless otherwise specified herein. The Contractor must inform residents of new or revised rules and procedures regarding visits by posting appropriate notices in each housing area and other appropriate areas of the facility.

7.6 Bedside, Private Viewing and Funeral Visits
(Refer to V. Program and Activity, 4-ACRS-5A)

All court orders for bedside, private viewing or funeral visits shall be referred immediately to the Office of the Commissioner, New Jersey Department of Corrections for visit authorization per N.J.A.C. 10A:18-7 (Exhibit I).

7.7 Correspondence

(Refer to VI. Justice, 4-ACRS-6A)

The guidelines and procedures established by the Contractor must not be more restrictive than those contained in N.J.A.C.10A:18-2 (Exhibit I).

7.8 Telephone

**(Refer to V. Program and Activity, 4-ACRS-5A and
VI. Justice, 4-ACRS-6A)**

The guidelines and procedures established by the Contractor must not be more restrictive than those contained in N.J.A.C. 10A:18-8 (Exhibit I). A toll-free number must be established in the facility for residents in the community to call in.

7.9 Personal Property

(Refer to VII. Administration and Management, 4-ACRS-7D)

The Contractor's policies and procedures must be in accordance with N.J.A.C. 10A:20-4.33 (Exhibit C).

7.10 Critical Illness/Death Notification of Next of Kin

**(Refer to IV. Care, 4-ACRS-4C and
VII. Administration and Management, 4-ACRS-7D)**

In the event of the need to notify next of kin due to critical illness or death of a resident, the Contractor must immediately inform the regional institution and the NJDOC in accordance with N.J.A.C.10A:16-7 (Exhibit J).

7.11 Marriage

In regard to resident marriages, the Contractor must be guided by N.J.A.C. 10A:17-7 (Exhibit K).

7.12 Clothing and Shoes

The Contractor's staff shall assist residents in obtaining needed clothes and shoes through charitable organizations.

7.13 Resident Use of Motor Vehicle

The Contractor may authorize residents, excluding those assigned to an Assessment and Treatment Center, to use motor vehicles under certain conditions as outlined in NJDOC policy and procedures.

7.14 Resident Furloughs
(Refer to II. Security, 4-ACRS-2A)

Inmates assigned to residential community release agreement programs (excluding the Assessment and Treatment Centers) may receive furloughs in accordance with NJDOC Standard 684 Furlough Program and NJDOC policy and procedures (Exhibit L).

7.15 Resident (Inmate) Prohibited Acts
(Refer to VI. Justice, 4-ACRS-6C)

The Contractor must use Inmate Prohibited Acts N.J.A.C. 10A:4-4.1, (Exhibit H), in determining the extent of disciplinary action. However, the disciplining of residents shall be so administered as to maintain proper control and, whenever possible, to conserve human values and dignity and to promote socially desirable changes in attitude and behavior.

7.16 Disciplinary and Non-Disciplinary Returns
(Refer to II. Security, 4-ACRS-2A and VI. Justice, 4-ACRS-6C)

A. Disciplinary Transfer

Residents may only be removed from the facility in accordance with NJDOC policy and procedures.

B. Major Infractions

In accordance with NJDOC policy, the Contractor must immediately advise by telephone and fax copies of required notifications.

C. Non-Disciplinary Administrative Returns

The Contractor shall ensure that administrative returns of residents are in accordance with NJDOC policy.

D. Writing Disciplinary Charges
(Refer to VI. Justice, 4-ACRS-6C)

In accordance with NJDOC policy and procedures, the Contractor's staff must participate in training sponsored by the NJDOC on writing disciplinary charges.

7.17 Resident Escapes
(Refer to II. Security, 4-ACRS-2A)

In accordance with NJDOC policy, the Contractor must implement procedures for reporting an escape (Exhibit H).

8.0 Contractor's Administrative Responsibilities

8.1 Policies and Procedures

(Refer to VII. Administration and Management, 4-ACRS-7B)

The Contractor must develop and submit to the NJDOC within 30 days prior to service commencement date specific policy and procedure manuals to cover all aspects of the operation. Policies and procedures must be designed to meet the standards of the NJDOC and the licensing authority, as well as the ACA's Performance-Based Standards for Adult Community Residential Services (fourth edition).

A current manual that describes the Contractor's purpose, philosophy, program services, and policies and procedures must be maintained, and annual revisions made, to reflect operational changes. All policies and procedures, including revisions, are subject to final approval by the NJDOC.

8.2 Facility and Resident Searches

(Refer to II. Security, 4-ACRS-2C)

The Contractor must conduct all searches in accordance with N.J.A.C. 10A:3-5.1–5.6 and 5.9 – 5.11 (Exhibit M).

8.3 Contraband and Disposition of Contraband

(Refer to II. Security, 4-ACRS-2C and VI. Justice, 4-ACRS-6A)

The Contractor must deal with contraband in accordance with N.J.A.C. 10A:3-6 (Exhibit M).

8.4 Facility and Grounds Security

(Refer to II. Security, 4-ACRS-2A and D)

The Contractor must conduct daily security inspections of the facility and grounds addressing such matters as functional locks and latches on all windows, doors, gates, electrical lighting (inside and out), keeping the facility and grounds free of contraband and providing security from outside intrusions.

8.5 Hostage Policies and Procedures

The Contractor must develop directives to guide facility staff in the event of a hostage situation involving staff, visitors or residents. These directives shall require staff to immediately contact the NJDOC and proceed as instructed. Under no circumstances are staff to take lightly the safety or risk to themselves, hostages, or the public in such a situation with premature decisions and actions that may escalate the hostage situation.

8.6 Facility Staff's Use of Physical Force and Restraints
(Refer to II. Security, 4-ACRS-2B and VI. Justice, 4-ACRS-6A)

In accordance with NJDOC policy, Contractors' staff shall not use deadly or non-deadly force to restrain residents nor shall they be permitted to use mechanical restraints.

8.7 Disturbance Control Plan
(Refer to VII. Administration and Management, 4-ACRS-7B)

The Contractor must have a written Disturbance Control Plan that will be implemented in the event of a major disturbance for the purpose of meeting emergencies such as riots, strikes, attacks upon staff, visitors or residents, explosions or fires, suicides or attempted suicides, natural disasters, and accidental injuries to staff, visitors or residents. The development of this plan must be coordinated with NJDOC policy to ensure that procedures for after-hour emergency transportation of residents, placement of residents at temporary facilities, and assistance from local law enforcement and/or emergency agencies are included.

8.8 Program Reports/Forms

The Contractor shall submit programmatic reports or forms to the NJDOC, which include, but are not limited to:

1. Monthly program report
2. Annual program review
3. Escapes, disciplinary and administrative returns
4. Employment/Education Site Form
5. Incident reports, such as major disturbances

8.9 Contractor's Records
(Refer to VII. Administration and Management, 4-ACRS-7D and E)

All Contractor's records are to be maintained in accordance with N.J.A.C. 10A:22 (Exhibit N), ACA Standards and NJDOC Standards and Policies.

All requests for government records pursuant to the Open Public Records Act (OPRA), N.J.S.A. 47:1A-1 et seq. shall be handled in accordance with N.J.A.C. 10A:22.

8.10 Media Contact Protocol
(Refer to VII. Administration and Management, 4-ACRS-7F)

The Contractor must comply with all NJDOC rules, regulations and policies regarding interaction with the media. Contact with the news media must be in accordance with NJDOC policy and procedures.

8.11 Conflict of Interest Policy – Contract Agency
(Refer to VII. Administration and Management, 4-ACRS-7E)

The prohibitions on contract agency activities per NJDOC policy and procedures shall apply to all contract agencies.

8.12 Research Projects
(Refer to IV. Care, 4-ACRS-4C)

The Contractor must conduct all program-related research in accordance with N.J.A.C. 10A:1-10 (Exhibit O) and any other applicable NJDOC policy. The Contractor must not publish nor disseminate any findings based on data obtained from the operation of this contract without prior written consent of the NJDOC.

8.13 Future Legislative Mandates or Court Orders
(Refer to VII. Administration and Management, 4-ACRS-7E)

The Contractor must assume all duties associated with any new laws, regulations or court orders, which affect the Program.

8.14 Liaison with Local District Parole Office
(Refer to VII. Administration and Management, 4-ACRS-7F)

The State Parole Board may assign a parole officer as a liaison between the Contractor's facility and the Board. The Contractor shall integrate the assigned parole officer's responsibilities into the program to include:

- a. access to the facility and temporary office space, if needed;
- b. involvement in resident aftercare planning; and
- c. access to residents' progress reports and records as may be required.

9.0 Quality Assurance (Surveillance)
(Refer to Exhibit P)

All Contractor activities to be performed under all parts of the contract shall be accomplished in consultation with, under the direction of, and with the approval of the NJDOC's Contract Compliance Unit.

The NJDOC reserves its right to conduct announced and unannounced inspections of any aspect of contract performance at any time and by any method in order to assess contract compliance.

9.1 Compliance, Monitoring and Corrective Action Provisions

The NJDOC's quality assurance methodology (Exhibit P) is based on the premise the Contractor, and not the NJDOC, is responsible for the management and quality control actions to meet the terms of the contract. The quality assurance procedures recognize the Contractor is not perfect and that unforeseen and uncontrollable problems do occur. Good management and use of a Quality Control Plan will allow the Contractor to operate within acceptable quality levels.

1. Each phase of the services rendered under this Contract is subject to NJDOC inspection both during the Contractor's operations and after completion of the tasks. The Contractor shall be advised of the results of these inspections and shall respond in writing to the NJDOC with the corrective/preventative actions taken. The NJDOC's quality assurance program is not a substitute for quality control by the Contractor.
2. The NJDOC may reduce the Contractor's invoice or otherwise withhold payment for any individual item of nonconforming service observed. The NJDOC may apply various inspection techniques (i.e., 100% surveillance, random sampling, unscheduled inspections, etc.) to determine the quality of service and the total payment due.

9.2 Specific Facility Searches **(Refer to II. Security, 4-ACRS-2B)**

Specific facility searches, including drugs and drug paraphernalia searches utilizing the NJDOC's Special Investigation Division's (SID) canine force, shall be conducted upon the Contractor's request or whenever a search is deemed necessary and appropriate by the NJDOC.

SECTION III

STATE OF NEW JERSEY DEPARTMENT OF CORRECTIONS Request for Proposal Residential Community Release Agreement Programs

Contract Requirements

1.0 Standard Terms and Conditions

1.1 Independent Contractor

All services provided by the Contractor under this contract shall be performed as an independent contractor. The Contractor shall be responsible for withholding all applicable employee taxes.

1.2 Corporate Status Verification (Refer to VII. Administration and Management, 4-ACRS-7A)

The Contractor, if a corporation, does certify under penalty of perjury that the corporation is currently in good standing with the Corps File within the New Jersey Division of Revenue and is qualified to do business in the State of New Jersey.

1.3 Background Checks

The NJDOC reserves the right to conduct a background check on the Contractor and/or the Contractor's personnel as the NJDOC deems necessary during the term of the contract. The NJDOC further reserves the right to terminate the contract should a threat to security be determined.

1.4 Obligation of Placement of Participants (Refer to I. Safety, 4-ACRS-1A and VII Administration and Management 7A)

Notwithstanding any other requirements, the NJDOC shall have no obligation under this contract to assign State participants to the Program in the event the Contractor fails to obtain the necessary local conditional use permit, insurance, licenses, State Fire Marshall clearance or any other government approval required to operate the facility for the purposes stated herein. This contract can be immediately terminated for Contractor failure to secure any requirements contained herein.

1.5 Liquidated Damages

- A.** The New Jersey Department of Corrections (NJDOC) may assess liquidated damages against the Contractor if the Contractor fails to perform program and service requirements, fails to maintain staffing levels as indicated in its RFP response, or fails to comply in any other way with contract requirements.
- B.** Liquidated damages may immediately be assessed by NJDOC each time any of the following events occurs, due to an act or omission of the Contractor (or any subcontractor or other person or entity for which the Contractor may be contractually or legally responsible), to the extent that such event (or the effects thereof) could not have been avoided or mitigated by due diligence and use of reasonable efforts by the Contractor.

Performance Area	Event	Liquidated Damages
Safety/Security/Order	Motor Vehicles Accidents	\$2,500 per occurrence
	Facility Fire	\$5,000 per occurrence
	Escapes	\$5,000 per occurrence

- C.** The NJDOC may assess liquidated damages against the Contractor for its failure to comply with contractual standards and requirements, including but not limited to, those described in the following sections of the RFP:

- 1. Section 4.0 Facility Physical and Operational Requirements**
- 2. Section 6.0 Program Operations**
- 3. Section 5.0 Staffing**
- 4. Section 7.0 Resident Information**

Prior to the assessment of liquidated damages for these contractual deficiencies, the Contractor will be provided with written notice of the deficiency and accorded fifteen (15) days (or such longer period of time as may be deemed appropriate by NJDOC) to cure the deficiency. If the Contractor fails to cure the deficiency within the allotted time, the NJDOC may assess liquidated damages in the amount of \$200.00 for each day the deficiency remains uncured.

- D.** If the Contractor fails to meet the agreed-upon resident phase-in date, in whole or in part, liquidated damages shall be assessed each day beyond the agreed-upon date until the day on which the phase-in period actually begins. The liquidated damage assessment shall be ten dollars (\$10.00) each day times the Contractor's bed capacity remaining unoccupied times the number of delinquent days. The NJDOC has the sole right to grant time extensions in the event of a delay beyond the control of and not caused by the fault or negligence of the Contractor.

Example: \$10.00 x 45 Beds x 15 Days Delinquent = \$6,750.00

If the Contractor's daily per diem rate is higher than the average cost to the NJDOC, of housing an inmate at a State institution, there shall be no liquidated damages assessed against the Contractor for failure to meet the agreed-upon phase-in date. However, the NJDOC may, at its discretion, take any one or more of the actions set forth in Paragraph E. below.

E. In lieu of or in addition to liquidated damages, the NJDOC can elect to declare the Contractor in default of the contract, terminate the contract for cause, withhold a monthly payment until the deficiency has been corrected to the satisfaction of the NJDOC or exercise any other available remedy. Nothing contained in the liquidated damages section shall be construed to limit the rights or remedies available to the NJDOC in law or equity or elsewhere under the contract.

1.6 Temporary Non-Performance
(Refer to I. Safety, 4-ACRS-1C and VII. Administration and Management, 4-ACRS-7A)

If the Contractor shall be temporarily unable to perform the contracted services as required, the State, during the period of the Contractor's inability to perform, reserves the right to accomplish the work by other means and shall be reimbursed by the Contractor for any additional costs above the contract per diem rate.

1.7 Licenses and Permits
(Refer to I. Safety, 4-ACRS-1A and VII. Administration and Management, 4-ACRS-7A)

The Contractor shall be an individual or firm licensed to do business in New Jersey and shall obtain at his/her expense all licenses and permits required by law for accomplishing any work required in connection with this contract.

In the event any license and/or permit expires at any time during the term of this contract, Contractor must provide the NJDOC with a copy of the renewed license and/or permit within 30 days following the expiration date. In the event the Contractor fails to keep in effect at all times all required licenses and permits, the State may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

1.8 Cost Liability

The State of New Jersey assumes no responsibility and no liability for costs incurred by vendors prior to issuance of an agreement, contract or purchase order.

1.9 Ownership of Material

Ownership of all data, material, proposals, manuals, training sessions, and documentation (including work papers) originated and prepared for the State of New Jersey pursuant to this contract shall belong exclusively to the State of New Jersey.

2.0 Special Terms and Conditions

2.1 Compensation

- A. The State shall pay to the Contractor a per diem per resident rate contingent upon the Contractor providing adequate documentation.
- B. Various factors and circumstances may preclude per diem payments for a particular resident (i.e., the day after the resident has been hospitalized, escaped or detained in a federal, county or municipal lock-up), penalties for vacant staff positions, or other areas of contract non-compliance.

2.2 Contract Extension (Award Terms)

The Contractor may earn an extension to the contract period from a minimum of three years to a maximum of six years based on performance during the evaluation periods. The Contractor will be evaluated annually; however, extensions may start at the end of the third year. If Contractor evaluation scores are good or excellent during year two or three, the Contractor may earn year four; if scores are good or excellent in year four, the Contractor may earn year five. In year five, the contractor must earn a score of excellent in order for the contract period to be extended beyond year five.

- A. **Award Term** The award term concept is an incentive that permits extension of the contract period beyond the base period of performance without going out to bid.
- B. **Monitoring of Performance** The Contractor's performance shall be continually monitored by the NJDOC performance monitors whose findings are reported to the Director of the Office of Community Programs. The Director recommends an award term extension to the Assistant Commissioner of the Division of Programs and Community Services. The Commissioner of the Department of Corrections makes the final decision of the award term extension.
- C. **Award Term Plan** The evaluation criteria, the associated points, and the associated award term extensions are specified in the Performance Summary and Contractor Evaluation Form.
- D. **Modification of Award Term Plan** Changes may be made to the award term plan at any time during contract performance, provided that both parties agree to the changes. If agreement cannot be reached on changes, the initial award term plan remains in effect.

- E. Self-Evaluation** The Contractor shall submit to the Contract Compliance Unit within five working days after the end of each award term evaluation period a brief written self-evaluation of its performance for that period. This self-evaluation shall not exceed five pages. This self-evaluation will be used in the Director's evaluation of the Contractor's performance during this period.
- F. Dispute Exceptions** Decisions regarding the award term include, but are not limited to, the amount of the award term, if any, the methodology used to calculate the award term; the calculation of the award term; the Contractor's entitlement of the award term; and the nature and success of the Contractors' performance as made by the Assistant Commissioner are final and not subject to dispute.
- G. Award Term Extension** The contract period may be modified to reflect the Commissioner's decision. The total contract period, including extensions under this clause, shall not exceed six years. If at any time the contract period does not extend more than three years from the Commissioner's decision, the operation shall not extend beyond the term set at that time.

2.3 Contract Continuity/Transitional Period

In the event the services are scheduled to end either by contract expiration or by termination by the State of New Jersey at the State's discretion, it shall be incumbent upon the Contractor to continue the service, if requested by the State, until new services can be completely operational. At no time shall this transitional period extend more than 180 days beyond the expiration date of the existing contract. Contractor will be reimbursed for this service at the rate in effect when this transitional period clause is invoked by the State of New Jersey.

2.4 Amendments

Any modification to this Contract must be in writing and signed by both parties.

2.5 Special Projects/Additional Work

Changes in the mandatory features of this comprehensive program contract may occur during the contract period due to legislation, regulatory initiatives or case law. In that event, NJDOC and the Contractor shall evaluate the scope and value of the services that are added or deleted to determine whether amendments to the contract are necessary.

Should additional work, special projects, hearings, meetings or other activities beyond the scope of this RFP be determined necessary by the NJDOC or the Contractor, the Contractor must present to the NJDOC a written request to perform the additional work. The written request must be based upon the hourly rates or unit costs submitted with the Contractor's original proposal and must contain complete descriptions of the additional tasks to be performed.

Should the NJDOC elect to order additional items covered under the tasks and sub-tasks detailed above, the Contractor shall be paid the unit cost for each item in accordance with applicable unit costs or rates as submitted on the price sheets for tasks or sub-tasks.

Contractor shall not begin performing any additional work prior to obtaining written approval from the NJDOC's Contract Monitor. The NJDOC must maintain a written record of additional work approved for audit purposes.

2.6 State of New Jersey's Option to Reduce Scope of Work

The State of New Jersey shall have the option, at its sole discretion, to consider the project, or any task or sub-task thereof, completed before all of said task or sub-task have been performed, whenever in the judgment of the State of New Jersey based upon results of work already performed, the goals of the project have been successfully achieved, or can be successfully achieved through a reduced scope of work. In such event the State of New Jersey may reduce the scope of work for any task, sub-task or portions thereof by written notice to the Contractor.

Upon receipt of such notification, the Contractor must submit to the State of New Jersey, within five working days, an itemization of the work effort already completed by task or sub-task and work effort which shall be required by task or sub-task to complete the affected task or sub-task in accordance with said notification.

Upon approval of the proposed work effort by the State of New Jersey, the Contractor shall complete the project in accordance with said approval. The Contractor shall be compensated in accordance with the applicable portions of the cost proposal.

3.0 Primary Contractor's Responsibilities

3.1 General

The State will consider the primary Contractor to be the sole point of contact with regard to contractual matters and the primary Contractor shall be required to assume sole responsibility for the complete effort stipulated in the RFP. Payment will be made only to the primary Contractor.

The primary Contractor is responsible for assuring subcontractor compliance with all terms and conditions of this RFP and shall assume sole responsibility for any payments due the subcontractors under the contract.

3.2 Insurance

(Refer to VII. Administration and Management, 4-ACRS-7D)

- A.** The State shall be named as an insured on any and all insurance policies taken by the Contractor for the construction, operation, or management of the facility and the coverage shall extend to its officials, agents, employees, and representatives, other public officials, the Commissioner of the NJDOC and its employees, in their official or individual capacities, and their respective legal representatives, heirs and beneficiaries.
- 1.** Insurance or other certificates required under this contract must be provided with no less than 30 days' advance notice to the NJDOC of any contemplated cancellation.
 - 2.** The Contractor shall not cancel, or allow to be canceled, any policy of insurance without NJDOC approval. Each policy shall be approved by the NJDOC prior to the effective date of this contract. The NJDOC reserves the right, in its discretion, to reject any policy issued by an insurer that is deemed to be not fully reliable or otherwise deemed to be unsuitable.
 - 3.** The NJDOC shall have the right, but not the obligation, to advance an amount of money as required to prevent the insurance required herein from lapsing for nonpayment of premiums. If the NJDOC advances such amount, then the Contractor shall be obligated to repay to the NJDOC the amount of any advances plus interest thereon at the maximum rate allowable by law, and the NJDOC shall be entitled to set off and deduct such amount from any amounts owed to the Contractor pursuant to this contract. No election by the NJDOC to advance insurance premiums shall be deemed to cure a default by the Contractor of its obligation to provide insurance.
- B.** No contract shall become effective until the Contractor provides the NJDOC with policies of insurance of the following types, for the following purposes, and in amounts of \$1 million per occurrence and \$2 million yearly aggregate.
- 1.** Insurance protecting it under the workers' compensation acts and from other claims for damages for physical or personal injury, including death, to residents or employees, State of New Jersey employees or visitors that may arise from operations performed by the Contractor, by a subcontractor, or by a person directly or indirectly employed by either of them. Such insurance will cover, but is not limited to, claims arising out of personal injury liability, professional and medical liability (coverage for doctors, nurses, attorneys, counselors, psychiatrists, psychologists and social workers), directors' and officers' liability, civil rights coverage, fire and property insurance, general liability, employee dishonesty, premises/operations, products/completed operations, umbrella/excess liability.

2. General liability insurance, which shall specifically include civil rights matters. Such insurance shall also include coverage for the cost of defense for all State of New Jersey employees and officials and others indemnified pursuant to this contract.
 3. Automobile and other vehicle liability insurance.
 4. Insurance against instances of dishonesty.
- C. The Contractor shall assume the defense for any action for which there is insurance coverage with counsel selected by the Contractor, but the NJDOC may participate in the defense if it chooses to do so.

4.0 Financial Management

4.1 Audit Requirements

(Refer to VII. Administration and Management, 4-ACRS-7D)

1. Audits of operations under this contract shall be conducted annually on an organization-wide basis and for the period of the contract.
2. The NJDOC requires that a Certified Public Accountant firm, appointed and paid for by the Contractor, be designated to perform all audit requirements of this contract.
3. Examination in the form of audits or internal audits shall be conducted by qualified individuals who are sufficiently independent of those who authorize the expenditure of contract funds to produce unbiased opinions, conclusions, or judgments. These audit examinations are intended to ascertain the effectiveness of the financial management systems and internal procedures that have been established to meet the terms and conditions of the contract and the accounts and that financial reports fairly presents the results of the Contractor's operations.
4. Audit examinations will be made in accordance with generally accepted accounting principles and government auditing standards.
5. Audit examinations will be conducted to test the fiscal integrity of financial transactions, as well as compliance with the terms and conditions of the contract. Such audits will be conducted on the basis of the period of the contract. In accepting this contract, the Contractor agrees to, and will allow such audits to be performed on an organization-wide basis.
6. The scope of the audit will be financial and compliance. In the performance of the audit, the auditors(s) will include appropriate sampling of all contracts. The NJDOC may change the scope of the audit and will so notify the Contractor when the Contractor is responsible for providing the audits.

State of New Jersey Department of Corrections
Request for Proposals
Residential Community Release Programs

7. In performing the compliance audit, the auditor(s) will determine the Contractor's compliance with applicable laws and regulations including rules and regulations issued by State and Federal agencies responsible for providing contract funds.
8. All such audit reports must be certified by the CPA firm conducting the audit and be provided to the NJDOC within one hundred and twenty (120) days of the end of each fiscal year during the contract period. Any extension of this provision must be requested by the Contractor in writing stating reasons, along with anticipated compliance date, to the NJDOC.
9. The Contractor agrees to assure timely and appropriate resolution of audit findings and recommendations.

4.2 Audit Rules and Regulations

1. The audit of a provider agency must be in accordance with the applicable regulations (and their subsequent revisions) which follows:
2. New Jersey Department of Treasury Circular Letter 98-07, Single Audit Policy for Recipient of Federal Grants, State Grants and State Aid Payments
3. Federal OMB Circular A-102 Audits of State and Local Governments
4. AICPA, Audit and Accounting Guide, Audits of State and Local Government Units
5. Federal OMB Circular A-133 Revised, Audits of Institutions of Higher Education and Other Non-Profit Organizations
6. New Jersey Department of Treasury Single Audit Guide for Non-Profit Sub-Recipients and Independent Auditors
7. Federal Department of Health and Human Services, Guidelines for Audits of Federal Awards to Non-Profit Organizations
8. U.S. General Accounting Office, Government Auditing Standards
9. Federal OMB, Compliance Supplement for Single Audits of State and Local Governments
10. New Jersey Department of Treasury's State Grant Compliance Supplement
11. New Jersey Department of Treasury Circular Letter 89-19, Grant Agreements- Agency Contracts

12. Audit Reports and Schedules of Federal and State Financial Assistance.

See applicable Federal OMB Circulars (A-128, A-133), AICPA Audit Guides, NJ Department of Health and Human Services Audit Guidelines for Audits of Federal Awards to Non-Profit Organizations and NJ Department of Treasury Single Audit Guide for Non-Profit Sub-Recipients and Independent Auditors

4.3 Additional Audit Requirements

The audit must include the following:

1. Specific statements that all required tax returns have been filed and taxes (including but not limited to payroll taxes) have been paid.
2. A copy of the management advisory letter (when provided as a routine part of audit engagement).
3. If, during or in connection with an audit of a government entity, auditors become aware of illegal acts or indications of such acts affecting the entity, these acts must be communicated immediately by the auditor to the:

Manager, Bureau of Auditing
NJ Department of Corrections
P. O. Box 863
Trenton, New Jersey 08625

4. The audit work papers and reports must be retained by the auditor for a minimum of five years from the date of the audit report, unless the auditor received a request in writing from the NJDOC for the need to extend the retention period.
5. The audit work papers and reports shall be made available upon request to the NJDOC or its designee(s). (See Treasury Circular Letter 89-19, Grant Agreements, Agency Contracts, Section XX, Access to Records and Attachment A, Additional Grant Provisions I, Audit Requirements).
6. Any changes in Contractor's fiscal year must be reported immediately to the NJDOC.
7. Copies of audit reports must be submitted to each State-funding Department.
8. Contractors must assure the NJDOC that auditors satisfactorily comply with the General Accounting Office's Government Auditing Standards (Yellow Book) for internal and external quality control review program requirements.

4.4 Certification of Adequacy of Accounting System

A statement attesting to the adequacy of the Contractor's accounting system in accordance with this contract must be completed by the Contractor's Chief Financial Officer and be submitted with the Audit Report

4.5 Books and Records Retention

- A.** The Contractor shall keep adequate books and records relating to contract services and program expenditures and shall retain all such books and records (including supporting documents) for seven years from the termination date of this contract.
- B.** Financial records, supporting documents, statistical records, and all other records pertinent to the Contract shall be retained for a period of seven years, with the following qualifications:

 - 1.** If any litigation, claim or audit is started before the expiration of the five year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
 - 2.** Records for non-expendable property acquired with NJDOC funds shall be retained.
- C.** The retention period starts from the date of submission of the final expenditure report or, for contracts that are renewed annually, from the date of submission of the annual financial report.
- D.** NJDOC may request transfer of certain records to its custody from the Contractor when it determines that the records possess long-term retention value and will make arrangements with the Contractor to retain any records that are continuously needed for joint use.

5.0 Termination of Contract

5.1 Right to Terminate for Cause

The contract can be immediately terminated for cause. The term “for cause” shall mean that the Contractor fails to meet the terms, conditions and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the NJDOC’s notification to the Contractor.

The contract can also be immediately terminated at the sole discretion of the NJDOC if false or misleading information contained in the Contractor’s proposal is discovered after the contract is awarded. The Contractor will be liable for all costs associated with termination of the contract and any subcontracts the Contractor may have for the performance of this contract.

If the contract is terminated for cause, the NJDOC reserves the right to conduct a responsibility hearing to determine if the Contractor is a responsible bidder before an award on future contracts can be made.

5.2 Notification of Termination by the NJDOC

The contract may also be terminated at the convenience of the NJDOC. The NJDOC shall give the Contractor 60 calendar days written notice prior to termination of the contract if termination is not being effectuated for cause.

The Contractor shall be entitled to receive compensation for satisfactory authorized service completed as of the termination date, but in no event shall the NJDOC be liable to the Contractor for compensation for any service which has not been rendered.

Upon such termination, the Contractor shall have no right to any actual, general, special, incidental, consequential, punitive or any other damages whatsoever of any description or amount. In the event of such termination, the Contractor shall furnish to the NJDOC, free of charge, such reports as may be required.

5.3 Termination Due to Unavailability of Funds

The contract is subject to appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated by the Legislature or are otherwise unavailable, the NJDOC reserves the right to terminate the contract upon written notice to the Contractor. Said termination shall not be deemed a breach of contract by the NJDOC.

Should such an event occur, the Contractor shall be entitled to compensation of all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the NJDOC any

actual, general, special, incidental, consequential, punitive or any other damages whatsoever of any description or amount.

5.4 Notification of Termination by the Contractor

The Contractor may terminate this contract upon 60 calendar days written advance notice to the NJDOC. If the contract is terminated under this section, the Contractor shall settle all accounts with the NJDOC in the manner specified by the NJDOC and shall be subject to a final audit under subsection 4.1 Audit Requirements.

5.5 Termination for Contractor Bankruptcy **(Refer to VII. Administration and Management, 4-ACRS-7A)**

The Contractor must inform the NJDOC of its intention to file a petition for bankruptcy at least ten calendar days prior to filing such a petition. Contractor's filing without it conforming to this requirement shall be deemed a material pre-petition incurable breach.

In the event of the filing of a petition for bankruptcy, reorganization or liquidation pursuant to any chapter of the Bankruptcy Code, Title 11 U.S.C., the NJDOC shall have the right to terminate the contract under the same conditions as subsection 5.1. In the event of termination for Contractor bankruptcy, the Contractor shall cooperate and assist the NJDOC to the fullest extent possible in removing and reassigning all residents as quickly as possible.

5.6 Termination for Contractor Merger or Acquisition

The State reserves the right to terminate the contract, based upon merger or acquisition of the prime Contractor, during the course of the contract if it is determined by the State that it is not in the best interest of the State to continue conducting business with the firm.

5.7 Contractor's Obligations Upon Contract Termination

Once the contract has either expired or been terminated, the Contractor shall immediately deliver to the NJDOC (as determined and directed by the NJDOC) data which shall include, but may not be limited to, the following:

1. Any Program and resident related documentation (inclusive of daily/weekly facility and visitor logbooks), records, files, supplies and materials deemed necessary by the NJDOC; and
2. Financial records and proceeds (that must be remitted back to the State) related to trust, revenue or other accounts required by this contract.

The NJDOC reserves the right to identify and require the delivery of additional data that may not already be included in this section. Further, the NJDOC reserves the right to withhold payment of the Contractor's final invoice(s) until the Contractor has delivered all required data to the NJDOC on a timely and satisfactory basis (as determined and directed by the NJDOC).

5.8 Effect of Termination

Upon termination of the contract:

1. the Contractor shall be subject to a final audit under subsection 4.1 Audit Requirements
2. the NJDOC shall remove all residents from the facility, and
3. the parties shall settle all accounts, including the per diem payable to the Contractor for days after notice of termination during which residents occupied bed space.

DRIVING DIRECTIONS TO CENTRAL OFFICE

FROM NORTH ON NEW JERSEY TURNPIKE

Use Exit #7A, take 195 West to 129. Take 129 to Cass Street Exit, take Cass Street to Route 29 North (John Fitchway). Take Route 29 North (John Fitchway) to Parkside Avenue Exit. Turn left at third traffic light onto Stuyvesant Avenue and proceed 4 blocks to Whittlesey Road (Joyce Kilmer Elementary School on right hand corner). Turn right at Whittlesey Road, Department of Corrections Central Office entrance will be on your left.

FROM SOUTH ON NEW JERSEY TURNPIKE

Use Exit #7, take Route 206 North to 195 West. Take 195 West to 129. Take 129 to Cass Street Exit. Take Cass Street to Route 29 North (John Fitchway). Take 29 North (John Fitchway) to Parkside Avenue Exit. Turn left at third traffic light onto Stuyvesant Avenue and proceed 4 blocks to Whittlesey Road (Joyce Kilmer Elementary School on right hand corner). Turn right at Whittlesey Road. Department of Corrections Central Office entrance will be on your left.

FROM NORTH ON ROUTE 31

Take Route 31 South past Pennington Circle to Interstate 95 South Exit. Go 8 miles on I-95 to exit for Harbourton-West Trenton. Go right off exit, following signs for West Trenton. Proceed to second light (Katzenbach School for Deaf on left) turn left onto Lower Ferry Road. Go approximately 1/2 mile, looking for Stuyvesant Avenue on right (opposite entrance to School for Deaf). Turn right onto Stuyvesant Avenue and go 1 mile to Whittlesey Road. Turn left onto Whittlesey Road (Joyce Kilmer Elementary School on left-hand corner) entrance to Department of Corrections Office will be on your left.

FROM ROUTE 1 NORTH

Follow Route 1 South to Interstate 95 South. Exit right, also sign for Pennsylvania (approximately 4 miles South of Princeton Route 1). Go 8 miles on I-95 to exit for Harbourton-West Trenton. Go right off exit, following sign for West Trenton. Proceed to second light (Katzenbach School for Deaf on left) turn left onto Lower Ferry Road. Go approximately 1/2 mile, looking for Stuyvesant Avenue on right (opposite entrance to School for Deaf). Turn right onto Stuyvesant Avenue and go 1 mile to Whittlesey Road. Turn left onto Whittlesey Road (Joyce Kilmer Elementary School on left-hand corner) entrance to Department of Corrections Central Office will be on your left.

EXHIBIT 'E'

3.1.4 Medical Services to be Provided

3.1.4.1 Informed Consent/Right to Refuse Treatment Medical Services

- a. To assure that the inmate receives the material facts about the nature, consequences and risks of the proposed treatment, examination or procedure and the alternatives to the same. A written informed consent will be obtained according to NJAC 10A: 16-5 and NJDOC Policy # 70.00.
- b. In every case in which the inmate, after having been informed of the condition and the treatment prescribed, refuses treatment, the refusal must be in writing according to NJAC 10A: 16-5.3 and NJDOC Policy # 71.00.
- c. **Intrasystem Transfer Screening Medical Services**
Inmates being transferred between NJDOC institutions will have the appropriate EMR form completed at the sending institution before departure, and will have immediate contact with a physician, NP, or RN from the medical staff of the receiving institution. In no case will this occur more than 4 hours from arrival. This contact will include a review of the existing medical summary and an individual confidential medical interview documented on the appropriate EMR form. All necessary referrals for medical or dental follow-up are required at this time. Within 24 hours of arrival, medical and dental clinicians will document chart review with appropriate follow-up and/or referrals also to be recorded on the appropriate EMR form.
- d. **Periodic Medical Evaluations – Females**
Contractor shall provide a health care program relating to the female offender that is age appropriate, in accordance with currently accepted medical standards. Considerations shall be given to intake assessment; routine health examinations; counseling programs offered including substance abuse and parenting; STD evaluation and treatment; and pregnancy and health education. Pre- and post-partum care shall be the responsibility of the contractor. Obstetrical care by a Board Certified Physician will be provided for all pregnant inmates. If requested by an inmate, provisions for the termination of pregnancy will be made. Current preventive health care policy is as follows:
 - i. **Cervical Cytology**
A cervical and vaginal smear is done on all new female adult admissions. An annual evaluation is indicated for 3 consecutive years. Assuming no negative reports, the test can then be done every 2 years subsequently.
 - ii. **Mammography**
Baseline mammography shall be done at age 35. If negative, and if family history is non-contributory, mammography shall be performed every 2 years thereafter through age 50. Mammograms shall be done annually for women over 50 years of age. Clinical and/or radiological indicators may suggest a lesser time interval if pathology is noted.

3.1.4.5

SICK CALL

Sick call shall be held at each facility according to NJAC 10A: 16. Sick call must be available for all inmates daily, including weekends and holidays and must be done by an RN, NP or physician, regardless of housing location. If an inmate's custody status precludes attendance at sick call, arrangements shall be made to provide sick call services at the place of the inmate's confinement (i.e. inmates housed in administrative segregation units and other restricted housing units).

a. Daily Triaging of Complaints

Contractor shall establish appropriate triage mechanisms to be utilized for inmate complaints. The medical department at each facility shall have procedures in place that enables all inmates (including those in segregation and/or closed custody units) to request health care services daily including weekends and holidays.

- i. **Inmate MR-007 forms (Health Services Request) will be deposited in locked boxes on each housing unit. The contractor shall collect them daily. Site based policy will determine the collection time.**
- ii. **MR-007 forms will be reviewed, time and date stamped and signed by the responsible clinician.**
- iii. **All medical, dental and mental health requests will be triaged via face-to-face encounter with the inmate and the appropriate clinician within 24 hours of the form being collected. Referrals for appropriate treatment will be made at that time. All medication issues will be seen by the appropriate physician, nurse practitioner or psychiatrist.**
- iv. **On days that the dental staff is not available to provide sick call, the sick call encounter will be performed by an RN, NP or physician. If not an emergency, follow up with the appropriate clinician will occur within 48 hours.**
- v. **All requests for mental health sick call will be referred to the institutional mental health department if the request is not medication related. If the mental health staff is not on duty the day of the request the on-call psychologist will be contacted regarding all sick call requests for the day.**
- vi. **All documentation of the triage, examination and subsequent treatment will be entered into the EMR on the appropriate form. The original MR-007 shall be filed in the medical reference file.**

b. Co-pay

The contractor shall cooperate with the NJDOC policy on inmate co-pay for health care services, contained in Appendix E of this RFP. Medical staff will comply with procedures for recording and reporting services for which inmates may be charged.

3.1.4.8 Telemedicine usage

Telemedicine for certain applications may be proposed. The State reserves the right to a prior evaluation of all proposals for Telemedicine. While the State's seeks to reduce the number of medical trips and outside physician referrals and visits, it will not compromise appropriate medical care. Bidders are encouraged to submit their plan proposal for providing Telemedicine application.

3.1.4.10 Medical and Dental Specialty Care

This contract is predicated on the concept that the contractor will be responsible for a full and comprehensive range of medical/dental/psychiatric services to the inmates of NJDOC. All services shall occur on site unless off site services are approved by NJDOC Health Services Unit.

a. Requirement for Prompt Specialty Care Attention

In no case shall a visit to a specialist be delayed for more than 30 days from the date of request. Urgent specialty referrals will be handled as emergency care.

e. Specialty Care Professional Credential Requirement

Contractor shall make referral arrangements with New Jersey licensed and Board Certified specialty physicians for the treatment of those inmates with health care problems that extend beyond the primary care services. Board Certification in the field of care provided is required for all specialists.

f. Responsibility for Cost of Specialty Care and Transportation

Contractor shall pay all costs of such care by specialists and other service providers. Contractor shall be responsible for all supplies used or ordered by the specialist, including but not limited to prosthetics, braces, special shoes, glasses, hearing aids, and orthopedic devices.

Contractor shall be responsible for the fitting and repair of prosthetics, including those prosthetic devices currently used by inmates. Contractor shall establish standard policies and procedures (i.e. frequency and eligibility guidelines) for the provision of commonly used prosthetics and submit as a part of proposal response.

g. Tracking and Scheduling Specialty Care Needs

Requests for specialty care will be maintained and tracked in a logbook at each institution as well as in the individual patient charts in the EMR. All scheduling and prioritizing of specialty medical care shall be accomplished by a medical professional. The contractor will provide all necessary medical information related to a requested procedure or evaluation, to the specialists. Any utilization review process developed by the contractor for approval of outside consultations will involve direct verbal communication between the requesting and reviewing physicians and must be completed within 5 working days. The reviewing physician may access the electronic medical record in order to expedite this process.

h. Specialty Care Disputes

Any dispute regarding the need for care by a specialist will be resolved between contractor's on-site physician and the NJDOC Director of Medical Services. The NJDOC Director of Medical Services will have final authority in the resolution of these disputes.

i. Security Concerns for Specialty Care

For reasons of security, inmates are not to be informed in advance of the date of any scheduled off-site movement. Contractor shall ensure that its personnel understand and comply with this practice. Contractor shall remain sensitive to maximum-security considerations and coordinate usage of apparatus and prosthesis that may compromise security with NJDOC authorities.

3.1.4.11 Hospital Care

a. Saint Francis Medical Center

State inmates requiring hospitalization are to be admitted or transferred to St. Francis Medical Center whenever their condition safely permits. Due to the legally incarcerated status of NJDOC inmates/patients, a secure unit has been maintained at St. Francis Medical Center in Trenton. Contractor shall obtain routine outpatient/inpatient services from St. Francis Medical Center to meet the health care requirements of the NJDOC inmates, in accordance with the current agreement between the hospital and NJDOC. Contractor shall serve as the agent of NJDOC in the contract with St. Francis Medical Center, and as such shall abide by all terms contained therein.

Contractor will be responsible for negotiating annual per diem rates with the hospital, pre-approvals; controlling admissions; case management; utilization review; discharge planning; and payment and processing of all hospital and practitioner bills. Contractor shall negotiate

b. Hospitalization outside of Saint Francis Medical Center

Various exceptions for specialty care exist within the State and outside New Jersey when necessary. Contractor will keep the NJDOC advised of all inmates hospitalized on a daily basis via email roster as approved by the NJDOC Health Services Unit. Hospitalization at community hospitals creates security costs and community risk.

c. Approval for all Hospitalization Outside of Saint Francis Medical Center

The Health Services Supervisor or NJDOC Director of Medical Services must explicitly approve all admissions or retention of inmates in community hospitals. Exemptions will be limited to the following categories:

- i. Admissions or transfers to hospitals other than St. Francis Medical Center for services not readily available at St. Francis Medical Center. The duration of such hospitalizations must be kept to a minimum, with transfer back to St. Francis Medical Center accomplished as soon as medically acceptable.
- ii. Emergency Admissions to community hospitals when the patient is not stable enough to be moved to St. Francis Medical Center. Subsequent transfer to St. Francis Medical Center must be accomplished as soon as the patient is stable and transportable.

f. Pricing requirement for Acute and Chronic Care

Contractor's per capita price proposal shall reflect contractor's financial responsibility for all medically related costs associated with the inpatient care for all conditions routine and catastrophic of an inmate, including those with a diagnosis of HIV/AIDS. The Contractor's price is intended to be all-inclusive and reflect any costs incurred in the routine evolution of medical care in the community (new medications, procedures, treatments, etc.).

3.1.4.13 Emergency Care

a. Overview of emergency care

Contractor shall respond to, make provisions for and be responsible for all services and costs for 24-hour emergency, medical, mental health, and dental care including but not limited to 24-hour on-call services in each discipline and ambulance services when necessary. Contractor shall ensure availability of emergency treatment through predetermined arrangements with local, State-licensed acute care hospitals.

b. Ambulance Services

All ambulances utilized shall be equipped with life support systems and shall be operated by personnel trained in life support and certified by the State of New Jersey. Contractor shall be responsible for arranging and paying for all medical transportation (emergency and scheduled trips) and will coordinate all emergency transfers with NJDOC administrative and security staff. The contractor will be responsible for all types of medi-vac services including airlift if necessary.

All fees and/or donations to community organizations that provide ambulance services will be the responsibility of the contractor.

3.1.4.14 Ancillary Services

- a. Contractor shall utilize on-site Facility ancillary services to their fullest extent and shall be responsible for the payment of all off-site laboratories, x-ray, and other diagnostic services as required and indicated. Contractor shall arrange for regular on-site ancillary services including but not limited to phlebotomy, X-ray, EKG, mammogram, and ultrasound services.

i. Laboratory Services

- Contractor shall be responsible for all medical laboratory services, including supplies, forms, and tests. Lab services must include a mechanism to ensure the availability of STAT services, and daily pickup and delivery of specimens and reports.
- A physician shall review all routine lab results within 24 hours of receipt during weekdays (Monday through Friday) and within 48 hours if received over a weekend. The physician shall document this review by initialing and dating the lab report. In order to assess the follow-up care indicated, and to screen for discrepancies between clinical observations and laboratory results, the physician will address all abnormal lab results in the EMR. When STAT report results are received and there is no on-site physician available, the physician on-call shall be notified immediately upon the availability of such results.
- Pursuant to the Roe v. Fauver consent decree, all class members will be informed of their medical condition, test results, prognosis, and treatment plan within seven days of lab results. All non-class members will be informed of any abnormal laboratory or diagnostic test results within 7 days.
- Contractor shall be responsible to arrange and pay for the collection of specimens needed for any forensic testing required by state law and/or court order. This may include DNA tests or similar items that require the drawing of blood or other medical procedures. In some cases it may be preferable for the contractor to arrange and pay for an outside party to conduct the actual service.

3.1.4.14 Optometry/Optical Services

a. Eye Examinations

Eye examinations shall be provided on-site by a New Jersey licensed optometrist. Healthcare requests for eyeglasses shall be triaged in person at nurse sick call. A New Jersey licensed optometrist shall evaluate inmates with refractive complaints and document findings on the appropriate EMR encounter. All other eye-related complaints shall be referred to a Board Certified ophthalmologist. If any condition other than the need for eyeglasses is present, the inmate will be referred to the physician.

b. Timeframe and Tracking Requirements

The contractor will maintain a log indicating the status of all requests for eye examinations, and eyewear. The contractor shall provide sufficient optometry services so that no more than 30 days shall intervene between an inmate's request for eye care services and his/her appointment with the optometrist. Prescriptions for eyeglasses shall be sent to the optical laboratory within 24 hours of the refraction. Finished eyewear will be delivered to the inmate and properly fitted by the optometrist within 7 days of receipt at the institution.

c. Purchase of Eyewear Requirement

The contractor shall purchase eyeglasses to be dispensed to inmates as clinically indicated from the New Jersey JJC optical laboratory located at the New Jersey Training School for Boys in Jamesburg.

Prosthetics (e.g. contact lenses) and tinted lenses will only be provided to inmates when clinically indicated and ordered for medical reasons by an ophthalmologist. It is required that all services provided shall be documented in the EMR.

3.1.4.15 Medical Diet Program

Contractor will evaluate and make appropriate orders for inmates with regard to medical diets. Medical diets will be supplied by contractor when ordered by a physician or dentist for documented valid medical reasons, and noted on the appropriate EMR encounter form as part of a treatment plan. The order for a diet will be written for a specified amount of time not to exceed 6 months.

Special diet restrictions in response to alleged food allergy or intolerance are honored only when medically ordered. Personal or religious-based dietary preferences of an inmate are not to be considered by the health care staff as a cause for ordering a special diet.

Dietary supplements, such as vitamins, Ensure™ and similar commercially available products, will be provided to inmates only when prescribed by a physician or dentist for a documented medical reason. The health care vendor will be responsible for the purchase, the delivery and cost of these items, whenever these items are medically prescribed.

3.1.4.16 Dialysis

Contractor shall be responsible for the provision of renal dialysis (peritoneal and hemodialysis) and its costs. Contractor is to assume all associated costs, including but not limited to:

State of New Jersey Department of Corrections
Request for Proposals
Residential Community Release Programs

hemodialysis machines, supplies, maintenance, replacement and repair. Included in these services are:

- a. regular consultations (at least monthly but more frequently if indicated) by a Board Certified nephrologist as indicated;
 - b. commodities specific to the dialysis process including but not limited to gloves, gauze, needles, dialysate, and blood products;
 - c. pharmaceuticals related to the dialysis process; and
 - d. all associated professional and technical labor.
- e. The healthcare vendor should refer any inmate transplant issues to the HSU for review. All requests for exemptions to this prohibition on inmate organ donations must be directed to the Health Services Unit.

3.1.5 Specialized Services to be Provided

3.1.5.2 Infection Control

The contractor shall implement an infection control program including concurrent surveillance of patients and staff, prevention techniques, and treatment and reporting of infections in accordance with local and State laws. Reports to the NJ Department of Health and Senior Services and/or any other agency, regarding an individual or condition, will be copied to the HSU Supervisor. All epidemiology testing as a result of any mass casualty event (eg. Suggested food poisoning) is the responsibility of the contractor. The program shall encompass complete implementation of the NJDOC HCV Policy (currently using Federal Bureau of Prisons guidelines) and TB and bloodborne pathogens policy; enhancement of the current program is permissible, but omissions or deletions must have NJDOC approval.

3.1.5.3 HIV/AIDS Services

a. Community Standard of Care

For the purpose of defining the Community Standard of Care regarding HIV/AIDS, health care service providers are expected to follow the guidelines (and subsequent revisions or updates) issued by the NJ Department of Health and Senior Services and the U.S. Department of Health and Human Services.

There are currently grants that provide enhanced services that are ultimately the contractor's responsibility in accordance with the specifications outlined below. Some of the services provided include but are not limited to HIV Educational Service Programs, Pre and Post test counseling services, supportive services and discharge planning services. It is understood that any of the services provided by the current and any future grants do not remove these responsibilities from the contractor.

Additionally, the contractor must enter notice of services provided by grant positions in the patient EMR. (i.e. pre-post test counseling, discharge plans, etc.)

b. Treatment

The NJDOC is under a Consent Decree (Roe v. Fauver) relevant to the care and treatment of those individuals with HIV disease. All aspects of this decree are to be followed in their entirety by the contractor. A copy of this decree is available through the Health Services Unit.

The contractor shall provide all treatment of HIV/AIDS in a manner consistent with applicable current community standards of medical care, including NJDOC and CDC guidelines. The contractor shall be responsible for all medical costs associated with the treatment of HIV/AIDS including but not limited to inpatient and outpatient medical services and all prescribed medications.

c. Infectious Disease specialty requirement

The comprehensive HIV treatment program shall include the availability of an infectious disease specialist for the purposes of:

- Policy development
- Consultation
- Treatment
- Discharge planning

d. HIV care and care plan

Contractor shall provide a chronic care clinic at each institution for HIV/AIDS patients. For each patient, an individualized treatment plan on the appropriate EMR encounter form shall be generated. As with any treatment plan, this should be printed out so the class member may sign, and this shall be filed in the medical reference file. Care shall be consistent with specifications contained in paragraphs 24, 27-29, and 33-37 of the Roe v. Fauver consent decree (Appendix C).

e. HIV medication

The formulary must include all medications appropriate for the treatment of HIV infection and AIDS, in accordance with community standards of care.

h. AIDS Education for Primary Care Provider

All primary medical, dental and mental health providers shall participate in HIV/AIDS educational programs. The medical contractor shall formulate these programs. The medical contractor will provide such education to all primary medical, dental and mental health staff.

3.1.5.4 Hepatitis C – Screening and Treatment

The NJDOC has recognized the growing public concern with the issue of Hepatitis C infection, treatment and related medical complications. In recent years, assorted professional publications have demonstrated that the medical science regarding treatment of this viral infection has been a rapidly evolving process. During this evolution, NJDOC and its current healthcare vendor have relied upon the guidelines of the Federal Bureau of Prisons regarding this disease entity.

However, there is a growing community recognition that the incarcerated population, due to high exposure risk behavior in an individual's past, contains a disproportionate number of Hepatitis C infected individuals. In addition, this means that periods of incarceration may provide a "public health opportunity" to address this problem. This has resulted in part in Public Law PL 2001, Chapter 357, (signed 1/6/09) in which NJDOC is responsible for developing and providing certain Hepatitis C related services, in coordination with the New Jersey Department of Health and Senior Services. As a consequence of the above, NJDOC through its contract healthcare vendor requires the following practices.

- a. If both tests noted above are positive, the contractor will promptly perform all necessary and appropriate tests to determine if the individual is a candidate for treatment

State of New Jersey Department of Corrections
Request for Proposals
Residential Community Release Programs

intervention. The testing needed will be a professional medical judgement based upon the latest guidelines from the Center for Disease Control, and other appropriate professional organizations (subject to NJDOC approval).

- b. All cases that are Hepatitis C positive will be provided with immunization against Hepatitis A and Hepatitis B when medically appropriate.
- c. Any treatment started in a DOC facility will be continued in the assessment center. The cost will be the responsibility of the assessment center.
- d. All individuals found medically qualified will be offered treatment intervention, as long as they can be reasonably expected to remain in NJDOC custody for the period required to complete the treatment regime. The only administrative factors that would preclude the initiation of treatment would be a “max date” or “confirmed parole date” that would prevent the completion of treatment during confinement with NJDOC. In such cases, it should be suggested that a full treatment program be undertaken following release to the community.
- e. All stages of Hepatitis C care (screening, evaluation and treatment) are subject to individual patient consent.
- f. The contractor must document all Hepatitis C care (noted above) and given to each patient in the Electronic Medical Record System. This is to include education, offering of testing, patient consent/or refusal, patient education regarding test results, etc. Reason for treatment denial or termination must be clearly documented. A signed inmate refusal form must document all refusals for care.

3.1.5.8 Co-Pay

NJ Public Law 1995 Chapter 254 mandates the NJDOC to hold inmates liable for the cost of their health care. In response to this law NJDOC has developed a co-pay policy (HS: 96-01) that outlines procedures for documentation to the institutional business office of health care services delivered to inmates. The contractor will document services as required by the co-pay policy HS: 96-01. No inmate will be denied health care due to an inability to pay a fee for service.

Documentation of co-pay for each inmate shall be done in the EMR. A daily co-pay report shall be generated from the EMR and submitted to the business offices daily by the contractor.

3.1.6 Psychiatry

3.1.6.1 Psychiatry Overview

The contractor must provide quality, accessible psychiatric services in accordance with industry standards to all inmates who are in NJDOC institutions and satellite units. The CF v. Terhune Settlement Agreement mandates that there is 1 FTE psychiatrist for every 125 inmates on mental health special needs roster.

3.1.6.2 Psychiatric Care Program components shall include but are not limited to:

- a. Psychiatric coverage on-site or on-call 24 hours a day at each institution.
- b.
- c. Participation in treatment plan for each inmate who is identified as a mental health “special needs” inmate.
 - i. The plan will be initiated within 30 days of the first psychiatric examination and updated every six months or less.
 - ii. Treatment Plans are to be documented on the appropriate EMR encounter form.
- d. Psychiatric evaluation of inmates showing signs of psychiatric decompensation, suicidality, or unusual or bizarre behavior, within 24 hours (including weekends and holidays) of the problem being noted and reported. This evaluation will include an interview, report, and a follow-up report to the institutional administration, all documented on the appropriate EMR encounter form.
- e. **Psychiatric evaluation, within 24 hours, of unstable inmates referred by a psychologist, physician, or other medical or NJDOC staff, to determine the need for psychotropic medication and/or appropriate mental health intervention. This evaluation will include an interview, report and a follow-up report to the institutional administration will be documented on the appropriate EMR encounter form.**
- f. Monitoring of all inmates receiving psychotropic medication at least once every 30 days, including appropriate laboratory studies. The contractor will provide a schedule of type and frequency for laboratory studies of inmates taking those psychotropic medications, which require ongoing monitoring (including but not limited to, Carbamazepine, Valproic Acid, and Lithium). Psychotropic medications will be ordered for no more than 30 days at a time, and renewals will be based on a face-to-face encounter between the inmate and the psychiatrist.
- g. Development of policies and procedures for distribution of psychotropic medication, to maximize potential for safety and compliance. All psychotropic medications shall be in liquid form or rapidly dissolving pill form when manufactured in this form.
- h. Assessment Involuntary Movement Scale (AIMS) assessment for tardive dyskinesia to be conducted at least every six months or more often if clinically necessary.
- i. Psychiatric evaluation of inmates for involuntary commitment to a psychiatric facility. Contractor shall ensure that one psychiatrist and one other physician are available, within 24 hours of referral, to provide evaluations when an inmate is being considered for involuntary commitment to a psychiatric hospital.
- j. When an inmate is returned from a psychiatric facility, an RN will immediately conduct an assessment. This assessment will include a medication review along with a brief mental status evaluation. If a psychiatrist is not on site, medication and physician orders from the discharge summary must be phoned to the psychiatrist. The RN will also obtain orders for medication from the psychiatrist.
- k. Psychiatric evaluation of an inmate’s return from a psychiatric facility to assess appropriate housing shall be done within the next business day, but in no event longer than 72 hours of the inmate’s return.
- l. Cooperate with the Mental Health Contractor in the Suicide Prevention Program.
- m. Special psychiatric evaluations as requested by Classification Committees, the facility and/or the Department Administration, completed within stated deadlines.
- n. Evaluation for the involuntary administration of psychotropic medication, and participation as a member of the Treatment Review Committee, in accordance with CF v. Terhune Settlement Agreement and NJDOC policy.

- o. Competency evaluations for special medical guardianship and other legal purposes completed within stated deadlines.

3.1.9 Dental Services

All Dental Services shall be performed as outlined below using appropriately licensed professionals, (dentists, hygienist, radiography tech., and dental assistants).

Dental Care Overview - Dental care shall be provided according to N.J.A.C. 10A: 16-3 requirements, and guidelines promulgated by the American Dental Association, Centers for Disease Control and Occupational Safety and Health Administration and NCCHC, in the event that these standards exceed N.J.A.C. requirements. The following dental services shall be provided to all NJDOC inmates and documented on the appropriate EMR encounter forms:

a. Daily Sick Call Requirement –

The contractor shall conduct daily sick call for complaints relating to dental care. When there is a dental complaint at a facility with dental coverage scheduled on that day, the dentist will be responsible for the triage of sick call request slips. There is to be a daily pick up by the dental staff of the Sick Call Request form (MR-007) from the medical department. On days when there is no dental coverage scheduled at a facility (including weekends and holidays), the nursing staff will triage and act upon all sick call request slips. A dentist will be available for telephone consultation 24 hours a day, 7 days a week. When a nurse applies a dental protocol, the dentist contacted will countersign any order in the medical/dental record within 48 hours except for weekends when 72 hours is allowable.

b. Routine Dental Care –

The routine comprehensive dental treatment shall include, but is not limited to, restorations, endodontic therapy, periodontal maintenance and therapy, prosthesis fabrication and extractions where clinically indicated.

c. Emergency Care –

Emergency care shall be available to any inmate on a daily basis. Acute pain, swelling, trauma, infection, and bleeding are some of the signs and symptoms indicating emergency status. When medical assessment reveals any of these conditions, immediate referral to the dentist shall occur. Emergency care shall be provided immediately when clinically indicated. Urgent care shall be provided within 48 hours of notice to the medical staff of the occurrence.

d. Specialty Dental Care –

The contractor shall provide dental specialists as needed, including oral surgeons. Treatment by the specialist is to begin within 30 days of referral, or sooner if clinically necessary.

e. Prosthetic Services

- i. Provisions for dental prostheses and utilization of dental prosthetic laboratory services to repair dental prostheses are to be provided by the contractor. Replacement will be done when necessary.

State of New Jersey Department of Corrections
Request for Proposals
Residential Community Release Programs

- ii. The contractor is responsible to provide and / or replace dental prosthesis, whenever there is a need for prosthesis in accordance with community standards of care. Further description of need requirement will be available in the Document Review Room -Appendix F.
 - iii. The contractor may replace lost or damaged prostheses, with laboratory fees borne by the inmate, if NJDOC determines that the inmate was responsible for loss or breakage.
 - iv. Dentures and dental prostheses shall be provided to the inmate within 60 days of impressions.
 - v. If prosthetic treatment is in progress and the inmate is transferred to another Institution within NJDOC, the dentist is responsible for promptly forwarding the inmate's prosthesis to the next facility.
 - vi. When an inmate has prosthetic treatment in progress and is released from NJDOC, the inmate is to be given 60 days to provide the name and address of a dentist in the community. Contractor's dental staff will coordinate follow up care and forward any necessary information and/or materials.
- f. **Dispute Resolution –**
The NJDOC Program Manager shall be the final authority in matters of disagreement between the contractor and the State over the provision of dental care.
- g. **Refusal of Care –**
If the inmate still chooses not to receive the service, the refusal of service form shall be entered on the EMR and the signed form made part of the medical record. All refusals must indicate the specific treatment that the inmate is refusing.

3.1.10

Pharmacy Services

- a. The Contractor shall provide medication as ordered or prescribed by a health care provider to all inmates
- b. The contractor shall supply all over the counter products and supplements prescribed or ordered by a health care provider for specific conditions.
- c. The contractor shall provide hypodermic supplies, including needles, syringes and disposal containers that are tamper proof and puncture resistant. The contractor shall adhere to all applicable federal and State requirements pertaining to these items. The contractor shall be responsible for appropriate storage and disposal of needles and syringes with documentation of such in the Regulated Medical Waste Report.
- d. Pharmacy Policies - The Contractor shall provide policies and procedures which allow for the timely delivery of all formulary and non-formulary medications when prescribed by a licensed practitioner for the individual care of a specific patient when medically necessary, and based on sound medical and scientific information. Qualified personnel shall provide medication delivery only, acting within the scope of their licensure.
- e. Medication Delivery Requirement - Pharmacy deliveries shall be available as needed seven days per week. The contractor shall supply all medications within 24 hours of the generation

State of New Jersey Department of Corrections
Request for Proposals
Residential Community Release Programs

of the order Monday through Saturday. Pharmacy Services shall deliver all STAT orders within four hours of the order being generated. STAT orders are those orders which require immediate administration.

- f. **The contractor shall ensure that the level of staffing is commensurate with the requirements of each facility, depending on whatever situation may arise, so as to facilitate quick and efficient delivery of DOT medication and the delivery of Keep On Person medication to the inmate population.**
- g. Medications Available On-Site - The contractor shall make provision for STAT dose capability for emergencies. Mechanisms must be established for the immediate delivery from community sources of STAT orders not in stock at the Facility. STAT dose capability should be maintained to ensure adequate supplies of stock medication at each medical site. The Pharmacy and Therapeutics Committee for each site should determine a listing of all on-site medications. This list should be readily accessible on site.
- h. Inmates transferring to RCRAP and Electronic Home Monitoring programs will receive 30-day supplies of their current prescribed medications.
- i. Inmates being released will receive a 14 day supply of their current prescribed medications.
- j. Medication Order and Delivery Documentation Requirement - All medication orders shall be placed and maintained in the EMR. All medication refusals are to be documented on the appropriate EMR forms. The contractor shall utilize a Medication Administration Record (MR-025), which includes but is not limited to all information contained on the prescription label and the name of the practitioner who prescribed the medication. All telephone and verbal orders will be co-signed by the ordering practitioner during the next duty day, but not to exceed 72 hours after the order is written. Transcription of all medication orders will occur within the shift that the order is written.
- k. Dispute Resolution - The NJDOC Director of Medical Services in conjunction with the NJDOC Director of Pharmacy Services shall be the final authority in matters of disagreement between the contractor and the State over pharmaceuticals.

3.1.11 Program Support Services

3.1.11.4 Hazardous Waste

Infectious Waste Disposal - The contractor shall be responsible for appropriate State licensure, collection, storage, and removal of medical waste and sharps containers in accordance with State and federal regulations. (N.J.A.C. 7:26-3A.1) promulgated pursuant to the authority of the Solid Waste Management Act, N.J.S.A. 13:1E-48.1. The contractor shall be responsible for the cost of registration, removal and disposal of medical waste, including all related supplies. The contractor shall notify NJDOC of its means for compliance and shall submit copies of all related documents to the HSU Supervisor.

3.1.11.9 Inmate/Other Grievances/Complaints

- a. The Contractor must provide timely investigation and reports within seven days

State of New Jersey Department of Corrections
Request for Proposals
Residential Community Release Programs

for all complaints and inquiries not only at the institutional level, but for those received from various sources by the Commissioner and other administrative offices of NJDOC.

- b. The contractor shall maintain monthly statistics of all inmate grievances filed at each institution, i.e., those with and without merit.
- c. The contractor shall provide the institutional Quality Assurance staff member with a copy of each grievance/complaint, as well as documentation of the efforts to resolve the matter. Copies shall also be sent to the complainant (except when the complainant is not the inmate and confidential material is involved) and filed in the inmate medical record. NJDOC shall reserve the right to review any inmate complaint and review the contractor's actions. **This issues should be addressed by Falcone or Dorsey to see what they want to do...**
- d. The contractor must implement NJDOC recommendations in disputed cases. No additional costs will be paid by the State to the contractor in such cases.

3.1.11.10 Medical Records

Medical records, both EMR and the medical reference file, shall be maintained in accordance with established NJDOC policy. The contractor shall ensure that all services are properly recorded in the appropriate inmates' medical records in such manner as to satisfy applicable requirements of governmental and accrediting agencies including the NCCHC. All medical records staffing and supplies are the responsibility of the contractor.

a. OFFICIAL NJDOC MEDICAL/DENTAL/MENTAL HEALTH RECORD

The NJDOC currently utilizes the Logician® electronic data base system (EMR) as the official NJDOC medical/dental/mental health record. There is additionally a medical reference file on each inmate in NJDOC.

Logician® is a Health Level 7 electronic data base system. The contractor shall ensure that its equipment, and the equipment of any subcontractor inputting data into the medical database, is compatible with the EMR.

b. EMR

The Contractor shall cooperate with any upgrading of the EMR applications as well as maintenance of the program.

i. Documentation

The contractor shall ensure that qualified health care staff documents all health care encounters on the appropriate EMR forms (as instructed in the Workflow Manuals). The NJDOC will make every effort to provide access to the EMR at the point of service, but this will not always be possible. The contractor is responsible to input all encounters in the EMR even if it is after the encounter has occurred if the patient is cared for in an area without a terminal.

ii. Training

The contractor shall train all of its personnel upon hire and on an ongoing basis, in order to keep all EMR skills sharp and to keep staff apprised of any updating of the EMR. Contractor must ensure that all training is documented and approved by NJDOC. The contractor

State of New Jersey Department of Corrections
Request for Proposals
Residential Community Release Programs

personnel must comply with NJDOC policies on computer use in areas such as confidentiality, levels of access, and individual security codes.

c. EMR Security Requirements

The contractor shall comply with the NJDOC Office of Information Technology (OIT) policy on microcomputer security. The contractor shall submit OIT access forms to the Health Services Unit for all new employees at the same time that credentials and security clearance forms are submitted.

d. Downtime

While every effort is made to keep EMR operating continuously, there are times that the system will be taken down for maintenance, backup or upgrade. EMR users are warned several days in advance of any scheduled downtime. The contractor must keep sufficient supplies of downtime forms available for all scheduled and unscheduled down time. The contractor must use these authorized downtime forms to record all clinical encounters. Further the contractor must enter all data into the EMR when the system comes back up. There must be a site by site plan of action in the event of unscheduled downtime.

c. MEDICAL REFERENCE FILE

- i. A medical reference file will also be kept on each inmate. In addition to documenting in the EMR as required, the contractor shall ensure that accurate, comprehensive, legible records (with legible, dated, and timed signatures accompanied by a name stamp) are kept on each inmate under its care. All documents that require patient signatures, copies of reports of outside hospitalization, outside consultations, and emergency room visits shall be returned to the institution for inclusion in the medical reference file. All documents are to be filed, in the medical reference file in a timely manner and their existence in this file must be documented in the EMR.
- ii. The contractor shall utilize NJDOC forms and medical reference file jackets and may supplement the record system with its others if instituted system-wide and if submitted to and approved by NJDOC. The contractor shall assume all costs related to the maintenance of this medical reference file including form reproduction and provision of medical reference file jackets.

f. Confidentiality and Informed Consent

Records shall remain confidential. The contractor shall ensure specific compliance with NJDOC administrative regulations regarding confidentiality, informed consent, and medicolegal access/disclosure (N.J.A.C. 10A: 22).

g. Record Retention and Record Copying

The contractor shall comply with NJDOC policies regarding the transfer, release and retention of health records. The contractor shall be responsible for all duplication costs incurred. The institutional administration and/or litigation coordinator, shall determine if the requesting party (inmate or non-inmate) is to be charged for the copies, and shall approve any release of inmate medical records. All medical records both electronic and paper are and shall at all times remain the property of the State.

h. OWNERSHIP OF THE RECORD

All medical records prepared by the contractor are the sole property of the NJDOC. The contractor shall be the custodian of all medical records. At the expiration or termination of this Agreement, the custody of such medical records shall be transferred to the NJDOC. During the term of this agreement, the NJDOC's designated representatives shall have access to all medical records in accordance with established NJDOC protocols. All medical records both electronic and paper are and shall at all times remain the property of the State of New Jersey.

i. RECORDS FOR DISCHARGED INMATES

Medical records for discharged patients shall be forwarded to the NJDOC archives according to established NJDOC policies and procedures.

j. Record Access after Termination of Contract

Upon the expiration or termination of this agreement, the contractor shall continue to have access to the medical records for any reasonable purpose, including without limitation, preparation for any litigation.

3.1.11.11 Research

The conditions under which the research shall be conducted shall be as described in N.J.A.C. 10A: 16-2.20 and 10A: 16.5. Research shall be agreed upon by the contractor and the NJDOC and shall be governed by written guidelines. In every case, the written informed consent of each inmate who is a subject of the research project shall be obtained prior to the inmate's participation as a subject. well as NCCHC standards and existing NJDOC policies. All proposed policies are subject to the final approval of NJDOC.

3.1.11.13 Exclusions

a. Service Exclusions

The contractor shall be under no obligation to provide or pay for the following types of services:

- i. Cosmetic surgery
- ii. Gender reassignment surgery (sex change)
- iii. Elective vasectomy
- iv. Tubal ligation
- v. Newborn care
- vi. Contraceptive devices and medications for contraceptive purposes
- vii. Pharmaceuticals for any care covered in points (a) through (f) of this section

Nothing contained in this section shall prevent the conduct of clinical drug trials as indicated in Paragraphs 38-40 of the Roe v. Fauver consent decree. This document will be available in the Document Review Room -Appendix C.

b. Inmates Excluded from Coverage

- i. Inmates on escape status shall not be covered under this agreement during the escape period and prior to their return to NJDOC custody. Once inmate is returned to NJDOC custody all conditions pre-existing and those developed during escape status will be covered under the terms of this contract.

- ii. State inmates shall not be covered during their first 15 days post-sentencing if they remain in county custody during that time. State inmates on remand to another jurisdiction shall be the responsibility of that jurisdiction.

3.1.12

Reports and Data

3.1.12.2 Daily –

b. Hospital Utilization

Hospitalization of NJ State inmates outside of SFMC will be reported to NJDOC HSU and the institutional administration on a daily basis via an e-mail roster.

3.1.12.3 WEEKLY

CO-PAY REPORTS GENERATED BY CONTRACTOR STAFF VIA EMR WILL BE SUBMITTED TO THE INSTITUTIONAL BUSINESS OFFICE ON A WEEKLY BASIS. THIS REPORT DOES NOT NEED TO BE SUBMITTED TO NJDOC HSU.

3.1.12.8 Other

a. Reportable Diseases

Requirements for reporting diseases to the NJDHSS and other administrative agencies are identified in NJAC Chapter 8, Title 57.

b. Regulatory Agency Reports

All citations, from outside regulatory agencies regarding health care matters shall be reported to the Supervisor of Health Services upon occurrence. These agencies include, but are not limited to OSHA, any federal or State of New Jersey NJDOC or regulatory agency.

3.1.12.9 Prison Records

Contractor staff will have access to inmate prison records on a need-to-know basis. Unless otherwise determined by the NJDOC Institutional Administrator, they will not have access to NJDOC investigative reports, except for such reports generated and provided by the NJDOC for the purpose of quality assurance and risk management.

The provisions of this section shall survive the expiration or termination of this agreement.

3.1.12.10 Confidentiality

In performing its obligations under the contract, including, but not limited to, its reporting obligations under Section 3.37, the contractor shall comply with all confidentiality provisions applicable to inmate medical records. The contractor shall not be required to make any report or keep any record which would either (i) breach a confidentiality requirement or (ii) constitute waiver of any privilege that the contractor may have, such as an attorney-client or peer review privilege. If necessary to protect the confidentiality of medical records, the contractor may redact inmate medical records to delete identifying information in connection with submission of such reports, except for submission of reports

to the NJDOC. In addition, the contractor shall comply with the confidentiality provisions set forth in NJAC 10A: 16-2.1A and 10A: 22-2.

3.2.2.3 MENTAL HEALTH CARE ON CALL

a. On call requirements –

The contractor shall designate a psychologist on-call for each facility 24 hours per day, 7 days per week. In addition, the contractor shall provide all on-site Mental Health Administrators with a beeper or pager service so they may be contacted while off-site.

b. On call response –

The contractor shall respond to administrative and/or mental health problems within 30 minutes of paging and appropriate personnel shall return to the facility as necessary.

3.2.4 Mental Health Services to be Provided

The contractor must provide mental health care accessible to inmates identified as part of the CF v. Terhune Settlement Agreement.

d. Mental Health Program components shall include but are not limited to:

- i. Mental health treatment of emotionally unstable but non-committable inmates.
- ii. Case management for mentally ill and developmentally disabled inmates consisting of activities designed to facilitate necessary care and to monitor its impact.
- iii. Group and/or individual counseling sessions for those inmates identified as “Mental Health Special Needs” no less than two times per month.**
- iv. Assessment of inmates who are referred for medication non-compliance, self-referred, and/or having difficulty coping with conditions of confinement (within 24 hours).
- v. Emergency/crisis intervention services to inmates with appropriate follow-up to medical/psychiatric services.
- vi. Therapeutic services should include but are not limited to individual and group psychotherapy covering such topics as: crisis intervention, anger management techniques, sexual deviancy, relapse prevention, conflict resolution, addictions, Post Traumatic Stress Disorder (PTSD), victimization, and any other relevant therapeutic areas that would assist in the rehabilitation of the inmate population.
- vii. Inmates who are experiencing difficulty with conditions of confinement or who are self referred to the contractor by staff must be seen within the same day of referral by mental health staff in order to assess the degree of concern.
- viii. After-hours referrals to staff that involve inmates that are experiencing difficulty with conditions of confinement should be made to the on-call psychologist for appropriate follow up.

The terms of the CF v. Terhune Settlement Agreement require a minimum staffing requirement of at least one (1) FTE Psychologist or Licensed Clinical Social Worker: 50 inmates on MH special needs roster

3.2.4.1 Informed Consent/Right to Refuse Treatment

- a. To assure that the inmate receives the material facts about the nature, consequences and risks of the proposed treatment, examination or procedure and the alternatives to the same. A

State of New Jersey Department of Corrections
Request for Proposals
Residential Community Release Programs

written informed consent will be obtained according to NJAC 10A: 16-5 and NJDOC Policy # 70.00.

- b. The LCSW or Psychologist initiating the Reception Psychological Evaluation shall have the inmate read and sign the “Inmate – Therapist Confidentiality” form (Form 520 – I) prior to initiation of the evaluation. The form is available in Spanish and other interpretive services are to be provided if necessary. The purpose of this form is to protect the privileged communications between mental health practitioners and inmates as well as identify the exceptions to this communication within the institutional setting. Completion of this process shall be noted in the EMR, then placed in the inmate’s Medical Reference File with a copy sent to Classification for the Classification File.
- c. In every case in which the inmate, after having been informed of the condition and the treatment prescribed, refuses treatment, the refusal must be in writing according to NJAC 10A: 16-5.3 and NJDOC Policy # 71.00.

3.2.4.3 PERIODIC AND MISCELLANEOUS MENTAL HEALTH APPRAISALS

a. MENTAL HEALTH DISCHARGE PLANNING

Contracted mental health staff is responsible for all aspects of mental health release planning for the inmate population. All discharge planning is to be documented in the EMR and is to include identification of individual needs, identification of sources of community care and actual scheduling of appointments with appropriate mental health providers.

Continuity of care for inmates being discharged from NJDOC is a sensitive issue of concern. Bidders are to prepare and submit written specifications in a Discharge and Planning Proposal for Inmates.

3.2.4.4 Sick Call and Daily Triaging of Mental Health Complaints

- a. **All mental health requests will be triaged via face-to-face encounter between the inmate and an mental health professional (as appropriate) within 24 hours of the form being collected. On days that the mental health staff is not available to provide sick call, the sick call encounter will be performed by an RN, NP or physician. If not an emergency, follow up with the appropriate clinician will occur within 48 hours.**
- b. **All requests for mental health sick call will be referred to the on-call psychologist or psychiatrist for appropriate follow up, if the mental health staff is not on duty the day of the request.**
- c. **All documentation of the triage, examination and subsequent treatment will be entered into the EMR on the appropriate form. The original MR-007 shall be filed in the medical reference file.**

d. Mental Health Co-Pay

There is no co-pay applicable for mental health care.

3.2.4.7 Telemedicine usage

Telemedicine for certain applications may be proposed. The State reserves the right to evaluate of all proposals for Telemedicine. While the State's seeks to reduce the number of medical trips and outside physician referrals and visits, it will not seek a compromise to appropriate medical care. Bidders are encouraged to submit their plan proposal for providing Telemedicine application.

3.2.4.9 Emergency Care

Contractor shall respond to, make provisions for and be responsible for all services and costs for 24-hour emergency mental health care including but not limited to 24-hour on-call services.

3.2.4.10 Resolution of Mental Health Treatment Disputes

The NJDOC Director of Psychological Services shall be the final authority in matters of disagreement with the contractor over the provision of mental health care. In the absence of the Director of Psychological Services, the Supervisor of Health Services will act as the final authority in matters of mental health treatment disputes.

3.2.4.12 Treatment

The NJDOC is under a Consent Decree (Roe v. Fauver) relevant to the care and treatment of those individuals with HIV disease. The mental health contractor shall be responsible for providing mental health care to class members relative to their HIV disease as required under this consent decree. All aspects of this decree are to be followed in their entirety by the contractor.

3.2.5.3 CRISIS INTERVENTION PROGRAM

The Bidder will provide, in its proposal, a model program for crisis intervention strategies aimed at early identification of potential problems, and professional intervention.

**New Jersey Department of Corrections
Division of Programs and Community Services
Office of Community Programs**

RESIDENTIAL COMMUNITY RELEASE AGREEMENT PROGRAM (RCRP)

REQUEST FOR PROPOSAL (RFP)

QUESTIONS AND RESPONSES TO DRAFT RFP

1. Page xii: Exhibits

Where can we obtain a copy of the exhibits referenced throughout the RFP and listed on page xii?

Some of the exhibits will be available on the New Jersey Department of Corrections (DOC) web site, along with the RFP. The remainder of the exhibits will be available at the mandatory pre-bidders conference.

2. Page 25, 4.8: Parking

If public parking is the only parking available, how can the Contractor ensure that there is parking available for DOC staff (i.e., if there are already cars in all local public parking areas)?

Requirements of the RFP were written to reflect an ideal environment. The DOC accepts the fact that not all Contractors will meet all the criteria. However, your proposal score will reflect any criterion that is not met.

3. Page 26, 4.10: Secured Holding Area

Does a "secure area" refer to physical plant secured area or a staff secured area?

Either would satisfy our requirements as long as it is a designated area where staff can monitor the offender.

4. Page 27, 5.4: Staffing Pattern

Is the requirement for two staff on duty at all times applicable to small programs (i.e., under 20 beds)?

And

In a program with multiple facilities serving different purposes, it would be inefficient, ineffective, and cost prohibitive to "maintain two accountability staff on duty at all times in each building". Why has this standard been changed from the previous staff to resident ratio? Can this standard be modified according to the specific facility?

Question/Responses to Draft RFP

October 2003

Page 2

Yes, it is applicable to all programs no matter the size--two staff members on duty in the facility at all times.

We are no longer mandating staff to resident ratio. Your proposal must reflect the number of staff you believe to be sufficient to meet our/ACA requirements.

No, this standard cannot be modified according to a specific facility.

- 5. Page 31, 6.8: Substance Use Disorder Counseling and Supportive Services**
If "substance use disorder treatment services must comply with the Department of Health's Regulations and General Requirements", does that mean that the facility must be licensed by DCA and DOH? As you may be aware, Department of Health staffing requirements may substantially raise the per diem costs.

No, your facility need only be licensed by the Department of Health and Senior Services (DOHSS). If your current facility is a substance use disorder treatment facility and it is licensed by the Department of Community Affairs (DCA) then you must apply for licensing under DOHSS.

- 6. Page 31, 6.8A: Substance Use Disorder Counseling and Supportive Services, Urine Monitoring and Alcohol Testing Will the DOC be providing the alcohol screening tests or should these be figured into the Contractor's budget?**

No, the DOC will not be providing urine/alcohol screening supplies.

- 7. Page 32, 6.12: Resident Identification Cards**
Where will we be able to find out the blood type of the inmate in order to put it on the ID card?

The DOC will revise the community release medical/dental form (MR-30) to reflect the offenders' blood type.

- 8. Page 34, 7.3B: Resident Financial Information, Maintenance Fees**
Will residents be permitted to have more than \$50.00 on their possession in special circumstances?

No.

- 9. Page 4, 4.0: Statement of Need**
Are bidders who are currently under contract permitted to increase their bed capacity based on the standard set forth in the DCA facility license?

Your proposal may reflect as many or as few beds as long as you comply with the applicable licensing authority's standards.

Questions/Responses to Draft RFP

October 2003

Page 3

10. Page 6, 5.0: Performance-Based Contracts

Will the Department of Corrections accept the accreditation of CARF (Commission on Accreditation of Rehabilitation Facilities) with special consideration of accreditation in the area of Criminal Justice in lieu of ACA accreditation.

Accreditation other than from the American Correctional Association (ACA) Performance-Based Standards for Adult Community Residential Services (fourth edition) must be comparable. It is your responsibility to provide substantiation.

11. Page 2, 2.0: Background, C.3

Please explain how a "continuum of care model that incorporates a zero-tolerance drug policy" will use "graduated sanctions for offenders that relapse while in the community"? What would be an example of these graduated sanctions?

The DOC is in the process of placing a relapse prevention program for males at Talbot Hall. Rather than returning offenders to prison, treatment will be offered to those who have relapsed or are at risk of relapsing. Participation is voluntary.

Female offenders that relapse will be assigned to a designated RCRP until a relapse prevention program is in place at the new 40-bed assessment and treatment center for women.

12. Last paragraph of 9/12/03 notice from Roberta Parachini

How do bidders qualify to be invited to participate in the "open discussion" of the RFP?

If the DOC needed clarification of one or more of the comments/questions posed as a result of the Request for Information, then we would have held an open discussion for the particular company/ies. Future discussions, if necessary, would be limited to giving offerors a chance to withdraw any exceptions that they may have to the terms of the RFP and/or to improve their prices or estimated costs.

13. Pages 10-12, 6.3: RFP Conditions

Will substance abuse treatment programs be granted higher per diem rates based on the services provided.

The DOC anticipates that bidders will submit their cost proposal based on the services to be provided.

14. Page 11, 6.3: RFP Conditions, 11:

Should the cost of ACA accreditation be factored into the per diem rate as an "item of expense" for the bidder?

The DOC anticipates that bidders will reflect their total costs of operating a facility in their proposed per diem rate.

Questions/Responses to Draft RFP

October 2003

Page 4

- 15. Page 8, 5.1: Outcome Measurement (bottom of page):
Please provide details of the specific standards for which the bidder must submit an Outcome Measurement Plan? Must the Outcome Measurement Plan submitted in the RFP address all 244 standards set forth in the ACA Performance-Based Standards Fourth Edition manual?**

Your proposal must address all of the DOC's standards, as well as all of ACA's mandatory standards.

- 16. Page 14, 2: Bidders' Company History, B.5:
('List all contracts lost or not renewed...')
Are "contracts lost" program specific or agency specific?**

Both.

- 17. Page 18, 7.1: Proposal Evaluation Criteria, last sentence
Because a weighted evaluation form will be utilized in the contract award process, may the bidders be provided with the rating scale of significance for each of the four listed areas of evaluation?**

The evaluation factors are listed below in descending order of importance: Technical Approach, Management Plan, Past Performance, and Price. The non-price factors when combined are significantly more important than Price. Technical approach is the most important factor. Management Plan is second in importance and Past Performance is third in importance. Price will be factored in after evaluating the quality of the proposal.

If the proposals received are virtually the same with regard to quality, or if the differences in quality are relatively small and the differences in price are relatively large, then price will have a bigger influence on the decision maker than quality.

- 18. Page 24, 3.1: Community Advisory Board
Can an agency's Board of Trustees serve as a Community Advisory Board?**

Yes, but they must be two distinct entities.

- 19. Page 16, 3 - Cost Proposal, B.
Does "additional work" pertain to the cost of additional staffing required to comply with special projects or activities determined necessary by the NJDOC or the Contractor but are beyond the scope of the RFP?**

Yes, any project or activity not covered in the RFP would be considered additional work.

Questions/Responses to Draft RFP

October 2003

Page 5

- 20. Page 53, 4.5: Books and Record Retention, A.**
In the event that a current provider is awarded a contract and was able to fulfill it for the full 10 years, would they be required to keep all records for a total of 17 years?

In accordance with paragraph A., you would destroy seven-year old records.

- 21. Page 50, 4.1: Audit Requirements, 1**
It has been brought to our attention that one of our current providers' fiscal year ends on July 31st.

The DOC's Auditing Office will take this under consideration. All DOC contracts for RCRP beds will be based on the State's fiscal year, July 1 to June 30 of the following year.

The following questions were submitted without citing a page or section number:

- 22. Do previously established programs need to notify local public officials in writing re: intention to renew contract?**

Yes. Local officials change, as well as public opinion.

- 22. What type of testing for alcohol is being mandated with the new contract?**

At present, there is no mandatory alcohol testing. It has been the practice of the RCRP staff to use observations and coordination tests (similar to those used by police during DUI stops), possibly even a breath tube device as supporting evidence, to write a charge for alcohol use (.204) or intoxication (.552). Our Disciplinary Hearing Unit accepts this method.

- 23. What types of special needs populations encompass the 40 beds?**

Offenders with HIV who agree to be in the program. May also include diagnosed MICA (Mentally Ill/Chemically Addicted) cases. The RFP, when published, will reflect the special needs capacity as 30 instead of 40.

- 24. Regarding special needs inmates, is DOC looking for one whole program to address the special needs pop or can a number of beds in one facility provide services? Can special needs beds fall into work release or treatment beds?**

The DOC would like a separate facility for the special needs inmates that have volunteered to participate. We recognize, however, that most offenders with HIV prefer to be commingled with the general population in the work release and treatment facilities. We will continue to assign them accordingly. Of course, if no suitable proposal is

received, all offenders with HIV will be assigned to either work release or treatment programs.

Questions/Responses to Draft RFP

October 2003

Page 6

- 25. Are outcomes solely based on ACA and the Contractor's outcome measurement plan or is DOC going to require any other outcome indicators?**

Your outcome measurement plan must be developed based on ACA, as well as any DOC requirements not included in ACA. Therefore, some outcomes will be based on DOC standards.

- 26. While I understand that Talbot Hall's contract is not up for renewal at this time, the total number of beds available for bid appears to have decreased. Does this reflect that the NJDOC will be contracting for less community beds?**

As written in the RFP, the DOC will contract for 2,129 budgeted beds, more or less depending on the per diem proposals received.

- 27. Substance use disorder counseling and supportive treatment services have to comply with DOH regulations. Are RCRP considered halfway houses, short-term residential, or long-term residential facilities? What standards are they to meet? DOH standards are more staff-intensive.**

As previously stated, substance use disorder counseling and treatment facilities must be licensed by DOHSS and follow their standards in regard to staffing. We would accept halfway house, short or long-term residential designations as long as you comply with the applicable licensing authority, ACA and DOC standards.

- 28. Contract extensions will be based on points awarded via a Performance Summary and Contractor Evaluation Form. What are the criteria? On what are the programs going to be evaluated? How are points earned?**

We believe your questions will be answered in our Surveillance Tools exhibit attached to the RFP.

- 29. Contractors will receive a per diem increase in the fourth and seventh years of the contract based on the CPI. Why can't the increase be annual or bi-annual?**

The DOC has mirrored the Federal Bureau of Prisons RFP increase formula for community beds.

- 30. The term of the contract is for three years. For programs that have made significant investments to provide RCRP services in the community, can a longer contract time be awarded? A five-year contract term promotes stability with lenders and other financial investors.**

The RFP was developed based on DOC needs and without consideration of current or future vendors since there is no guarantee that a current provider will be awarded another contract. Experience, longevity, and a company that is fiscally sound would promote stability with lenders and other financial investors.

Questions/Responses to Draft RFP
October 2003
Page 7

31. One of our current providers proposed we mandate the following requirements be included in the RFP, such as:

- **Employment Services**
- **Educational Requirements for offenders**
- **Educational Requirements for staff**

These requirements are indeed crucial to the success of your program. However, as we are utilizing a performance-based RFP, your proposal must be written to address these program elements rather than we mandating the amount of staff needed for the services provided or the educational requirements for offenders and staff.

32. A current provider asked what their rating has been over the last several years.

The DOC did not use a rating system. We monitored all programs for contract compliance.

The following question was received on February 27, 2004:

34. In the case of multiple proposal submissions, and given that a particular program could be operating at more than one site, should proposal submissions be based upon facility sites or programs?

As written in the RFP, which was finalized on 3/5/04, page 13, 6.6 Multiple Proposals, *"If a Bidder submits proposals for more than one site (facility) and/or region and/or program, each proposal is to be completed and submitted separately. Each proposal shall be considered stand-alone. A proposal may be rejected for failure to follow the instructions regarding multiple proposals as stated herein."*